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ABSTRACT

This publication consists of two papers that examine different topics related to collective bargaining for school personnel and alternative methods of determining teachers' and principals' salaries. The papers were originally prepared to serve as a basis for discussion at a 1976 meeting sponsored by the Canadian School Trustees' Association for school board negotiating personnel. Most of the publication is devoted to the first paper, "The School Boards and Negotiations," by Fred S. Whitworth. Separate sections of the paper focus in turn on principles to govern negotiations, the importance of collective bargaining for schools, school board responsibilities and salary negotiations, the uniqueness of collective bargaining in education, the negotiation process, teachers' and principals' salary schedules, and grievances coming out of negotiated contracts. The second paper, "Toward an Hourly Pay Rate for Teachers," by Roy J. O'Neil, outlines a proposal for paying teachers at an hourly rate that varies depending on whether the teacher is involved in teaching, pupil control, or preparation. (JG)

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ALTERNATIVE METHODS OF DETERMINING TEACHER SALARIES

FRED E. WHITWORTH ROY J. O'NEIL

EA 009 389

THE SCHOOL BOARDS

AND

SALARY NEGOTIATIONS

Fred E. Whitworth

May 1976

THE CANADIAN SCHOOL TRUSTEES ASSOCIATION

30 Metcalfe Street, Suite 507, Ottawa, Ontario, K1P 5L4.

The enclosed papers were prepared as a basis for discussion at a salary negotiations meeting of negotiating personnel, Vancouver, B.C., July 1976. The ideas expressed may or may not be in agreement with CSTA and provincial trustee personnel. They are being made available as a matter of information.

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THE SCHOOL BOARDS AND SALARY NEGOTIATIONS

PREFACE

With salary negotiations having increasingly important implications for interactions among the Department of Education, School Boards, Administrations, Teachers and Students, both the direct and indirect, immediate and long term affects should be examined in the context of today's social and economic conditions. This Report looks at negotiations from the point of view of the school board. The preface first lists some principles to govern negotiating, and second suggests some items on which boards might aim for consensus in developing a tenable position on collective bargaining. It is suggested that the text be studied before the latter be attempted.

Some Principles to Govern Negotiations

Boards as employers and trustees should state explicitly what is and what is not negotiable through collective bargaining.

Boards should take the initiative in making offers concerning such matters as salaries and fringe benefits, which are open to negotiation.

The Teacher's Association should also be able to set their price on teachers' services, and make offers in negotiations.

It seems desirable for Boards to take the initiative in exploring non-negotiable matters. In all professional matters, administrators, teachers and their association, as appropriate, should be invited to participate cooperatively to find solutions to problems, consider programs, curricula, innovative projects, etc. The initiative for innovative projects may also be taken by Teacher's Associations or individuals using machinery provided.

Boards should enact procedures to cover grievances against acts in contradiction to negotiated agreements. In addition,

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they should structure paths of appeal for anyone dissatisfied with what is being done, or not being done, outside of negotiations.

Both sides should have time and opportunity to prepare counter proposals for bargaining.

Legislation should be enacted to regulate procedures and time schedules for reaching agreement, specifying participants, and the modus operandi for salary negotiations. The government may monitor the negotiation processes to ensure that both sides are bargaining in good faith, and could be available for arbitration if necessary.

The course of education-in-the-making should not be determined through negotiations. For negotiations used as a means of resolving salary differences could be so designed and utilized as to prescribe just what teachers must do, and must not do, in fact to determine who will occupy the driver's seat. They could be used to precipitate a power struggle, with the destiny of education unpredictable except that the course would be downhill. This could end in a new type of slavery from that found in ancient Greece where pedagogues were slaves first, teachers second.

The School Boards and Salary Negotiations
On Developing a Tenable Position

1. Within the limits of its authority, as with municipal councils, the school board is a local government body which not only legislates, but also administers its own regulations, the laws of the legislation and the regulations of the Department of Education, or ensures that they are administered. Its by-laws and regulations have the full force of law and are valid, unless successfully challenged by the courts.

2. School board members as with members of the legislature are legally accountable for their actions, responsible to their electors, and are removable by popular vote at election time. They have no tenure or legal redress. Their position is thus quite different from that of the teacher's association where responsibility is only to the members.

3. A management rights clause related to the management of the instructional program and staff belongs in the preamble to all agreements, as does the respecting of competent teachers/employees as professionals.*

4. Because all social institutions are fallible and susceptible to change, school boards recognize the necessity of being prepared to deal fairly with possible clashes between groups, for example, teacher associations vs. boards; teachers vs. parents; principals and teachers vs. vocal groups of parents; teachers and parents vs. boards; and students vs. teaching staff over program, discipline and such. All of these must be faced and resolved, but they should be kept separate from negotiations.

5. The current situations whipped up by the unstable inflationary economic state plus confrontations and strikes and success in negotiations presents a constant temptation for teachers' associations to strive towards expanding negotiations' coverage without counting the cost. Any expansion of topics covered by negotiations could deleteriously affect the functions, activities, responsibilities and authority of boards, of superintendents and of principals. It could have serious implications for local control and the education process, and result in stifling the initiative and professional behavior of teachers.

* There is need for a report on Board (employer) teacher (professional employee) relationships.

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6. It is recognized that the determination and fixing of working conditions through bargaining appears more relevant for a factory worker on a belt line, a bricklayer or hodcarrier, a blast furnace tender, or many others in the private sector, than for a teacher who must function as a professional with concern for the "whole person" among his or her charges, as for other professional service personnel.

   Attempts to have items covering "working conditions" included in negotiations should be examined carefully. At most only physical working conditions should be included in collective bargaining terms.

7. Collective bargaining, as a process has little necessary concern for being fair, equitable or just to the individual; or for promoting creativity, for increasing production, for quality control, or for job satisfaction. Since employees may consider the bargaining process as a strategy to force as much return for their work as possible, boards should demand a quid pro quo or the provision of greater services for increased benefits.

8. Job satisfaction is important for all workers, as is becoming recognized more and more throughout the public and private sectors, and at least some professions. This is normally one inducement for candidates to enter teaching. It should remain so.

9. Since all boards must face negotiations, or live with the resultant agreements, and must administer them, they should review and carefully consider various means of preparing for them with full awareness of the importance of any agreement reached. Among other things, this should result in a management team prepared to take the bull by the horns. devising and putting forward settlement terms that are for the good of students, fair to teachers and satisfactory

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to the community while being long term in perspective and affordable.

10. There is need today for Boards to consider the design and adoption of management models which provides for, among other things, a two-way commmunications program and good public relations; a program of orientation, in-service training including seminars and materials for new and experienced board members; the organization of suitable programs; the best allocation of staff possible, assessment and evaluation; the maximum appropriate use of facilities and such.

11. Boards should recognize that much discontent can be presented or resolved through the adoption of an adequate systematic approach, future-oriented and aimed at effecting progressive improvement in the education process.* Such an approach recognizes that status granted and compensation received affect job satisfaction or staff members, but should not be magnified out of proportion. It would encourage teacher initiative and involvement in providing quality education.

12. Teacher evaluation is clearly a management prerogative, not a fringe benefit, a physical working condition, or a contract item. The board should accept and support a sound plan prepared or proposed by administration, or persuade administration to come up with one, then prepare strategies for its introduction.

13. Boards should accept the need for the undertaking of job studies, wage surveys and the compiling of other figures and documentation for contract negotiations; contract

* A proposed paper should provide a systems design covering program budgeting, planning, information-communication, research innovation, etc.

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administration; and for making a good case where conciliation, mediation or arbitration are used. Boards thus recognize the desirability of using compiled relevant data to prepare and present sound figures and other documented evidence; in initial proposals by the board; in the preparation of counter proposals; and in the preparation of counter claims in response to proposals by teachers.

14. To prepare statistical data, Boards should recognize a need for a pay research bureau at the interprovincial or provincial level with standing or sub-committees at the local level, to compile relevant financial background materials pertinent to salary negotiations. Data compiled should be generally available to all concerned.

15. Boards must appreciate that the formulation of new legislation can be influenced by the vocal stands taken by teachers, boards and their associations as well as through lobbying, electioneering, and related efforts.

16. Boards recognize that the finances of all governments are limited, and that education must compete with health, roads, defence, social services, etc. for the provincial government dollar, and its image can be hurt through irresponsible bargaining, work to rule and strikes. School boards having at heart the interests of the students, ratepayers and teachers in mind must strive to provide affordable, cost-beneficial, quality education.

17. Salary negotiations reflect competition and power struggles carried on locally, regionally or provincially, with the trend towards settlements being reached at higher and higher levels, from individual to local, to provincial, national and international. A chief concern of boards must be to ensure that agreements reached today are not shortsighted, and destined to deleteriously affect the quality of education not only in the short run but over the long term. Boards

must be concerned with the affect of salaries negotiated on the ratepayer and district. The governments as a matter of necessity are concerned with salaries paid; for teachers are paid from public revenue.

18. Satisfactory board-administrator-teacher relations can best be worked out through an understanding of pertinent sections of school law and department regulations and the establishment of systematic, administrative organization units which will provide for professional management and instructional behavior as practiced by the best administrators and teachers.

19. Before negotiations begin, agreement should have been reached on the following, and these should be included in the preamble to the agreement:

> Roles for the board, superintendent and principal should be spelled out in sufficient detail to preclude acceptance of negotiation terms which would prevent them from carrying out their duties.
>
> Agreement should be reached on accepting management functions, rights and responsibilities of the Board as set out in school laws and regulations, and the instructional duties, rights and responsibilities of the teachers.
>
> Agreement should be reached on: the scope and purpose of the agreement; recognition of the bargaining parties and membership; a regular schedule of meetings; obligations of the parties; duration of the agreement with provision for extending its termination and renegotiations.

INTRODUCTION

School Boards and Collective Bargaining - What is at Stake?

The purpose of this paper is simply that of providing a basis for discussion leading to a meeting of minds and a statement of policy regarding the limitations and conduct of salary negotiations covering teachers and other staff members. It is not intended to provide a blueprint to be followed, but rather to set out some alternatives and to consider implications from adopting these. In this, it is intended as a systematic attempt to put the question of salary negotiations in context as a step towards eventually reaching a policy decision acceptable to school boards.

More particularly an attempt will be made to consider salary negotiations in the current educational environment, with concern for the democratic administration of education. Because of the important immediate, long term, and side effects from current practices and trends, it is necessary to look at the economic, psychological and sociological implications of negotiations. Expanding coverage in negotiation procedures often deleteriously affects the functions, activities, responsibilities, and authority of boards, superintendents and principals, while having serious implications for local control, and the education process, and resulting in a Pyrrhic victory for teacners. Negotiation procedures may result in detailed contracts which could reduce the elbow room of boards and teachers, the introduction of change, accountability, and in fact of the whole education process.

In preparing this paper it has been assumed that the salary negotiations process will continue to be used during the foreseeable future. That current negotiation procedures in many situations have been rather unsatisfactory with work stoppages, strikes, and prolonged negotiations covering many months. That the current inflationary situation and steps to control it could worsen rather than improve conditions for some time, necessita-

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ting radical corrective procedures to remedy the situation. Corrective action seems imperative while there is still time.

By the adoption of a systems approach, the following steps would be included:

First, that a statement of the need and importance of the problem be set out.

Second, that specifications of operational objectives be set out for the elementary-seconday division as criteria for evaluation of proposed steps in negotiations, and each clause of the proposed agreement be adjudged with these in mind.

Third, that all important constraints be spelled out whether those from School Law and Departmental Regulations, or others coming from present agreements and the current socio-economic situation. This should result in a listing of the controllable and uncontrollable variables.

Fourth, all practicable alternatives should be set out and explored, considering immediate and long term implications and possible side effects.

Fifth, the best alternative or alternatives should then be selected and steps taken to have them implemented and tested in pilot projects.

Sixth, any alternatives selected should be monitored with evaluation, considering values, tradeoffs and compromises, and with modifications introduced as found expedient.

This paper will be limited to a consideration of the first four points. Points five and six are management functions, although the evaluative procedures may be done for management by others.

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Among their other responsibilities, the school boards must operate cash beneficially within constraints of money, public expectations, and expertise. They should provide education facilities related to the program planned; protect devoted professional teachers; help all teachers who can benefit; dismiss with cause those unsuited to teaching; this while meeting the needs of aspiring youth and interested parents. The boards should, therefore, not delegate or abnegate responsibility for their decision making role according to school law, negotiate it away, nor play dog in the manger.

It is true that from time to time most Departments have provided for an increase in the responsibilities of Boards, or reshuffled obligations, and legal case decisions have changed the position of the Board somewhat. The Board must keep abreast of all such changes. In this, the Board essentially is protecting the needs and interests of community members and students. For this it should develop an education philosophy, and clearly state operational objectives. It would benefit from determining adequate criteria for evaluation related to the objectives, and, with its professional staff, establish an adequate system of reporting and accountability.

Within the past few decades, collective bargaining and negotiations between teachers and their employers has exerted increasingly significant affects on employer-employee relationships in the elementary-secondary levels of education, as well as on the education process itself. Today the situation varies from province to province, as shown in the tabulation, as does the legislation covering the conduct of negotiations, the level at which bargaining occurs, and the participants and their bargaining positions. As a relatively young process in the education field, it has changed rapidly from a fairly simple attempt to reach agreement between a school board and teacher, in which both sides worked out an arrangement that was accepted, or came to a parting of the way. Today it is often character-

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ized by highly sophisticated and sometimes prolonged sessions involving sizeable, well-trained, capable staffs of negotiators, attorneys, and other experts concerned with negotiative bargaining and agreement writing.

Many factors today are affecting the smooth operation of personnel management in business and schools. Shortages or surpluses of teachers, inflation and recession, militant labour unions with bank balances, and the tenor of the times which favours individualism, activism and militancy have all tended to speed up, or slow down, negotiation procedures, with the advantage generally going to the best organized groups who are strongly unionized. This is observable among members of the work force where the 2.9 million workers in the trade unions have not only grown more militant but, despite the loss of 10 million man-day work, due to strikes during 1975, threaten to increase their confrontation and demand a larger part of the GNP to beat inflation, or take advantage of it. The blue collar workers have materially increased their relative status, and white collar workers including teachers, public servants and medical doctors in state health systems and others are joining the unions, and threaten to take over union action. In Canada, 1/3 of non-agricultural employed workers belong to unions, and 27% of the total civilian labour force is unionized.

Teachers in most Canadian provinces have been members of provincial teachers' associations for many years, becoming members with their first contract, and paying dues along with other deductions. Teaching personnel is changing as new generations enter the profession. Many of today's entrants grew up as members of the "generation-gap" era in the period of recognized affluence, associated with permissiveness, existentialism, vulgarity, violence and other economic, cultural and societal changes. Now they have to adjust to recognized scarcities, shortages, inflation, unemployment for many, and lack of job security. At the same time teachers'

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qualifications are higher, with a larger percentage having university gradution.

It is not proposed herein to consider either financial and other benefits accruing to the worker from union action, or the effect of man-days lost for Canadian overseas trade or manufacture, growth of supernational organizations employing labour in any country where it is most cost-effective, the affect on security, the acceptance of responsibility and such.* It will perhaps be enough to suggest certain possible outcomes or trends that will be harmful to education in the long run, at a time when the traditional education establishment is not good enough to meet today's or tomorrow's needs in a dynamic changing world.

* It would appear that we no longer have a self-correcting economy, where you pay as you go, or earn. Our country could go bankrupt from waste, inefficiency, excessive credit, and pricing ourselves out of all markets except for natural resources. The government can print money to meet its obligations, but only at the cost of deflating our currency and affecting trade balances. There should be a close relationship between wage settlements and increased productivity. Today perhaps 4/10th of the labour force are in production, with the service sector increasing most rapidly. Today with a low rate of increase in productivity, high unemployment, rapidly rising prices, and salary increases from leapfrogging, the country is being hurt, but farmers, fishermen, small businessmen, pensioners and such in particular.

SCHOOL BOARD RESPONSIBILITIES AND SALARY NEGOTIATIONS

A school board (board of trustees, board of education, high school board, public school board, etc.) means the board of trustees, whether elected or appointed, which has been charged with the responsiblity of administering the schools within its territorial jurisdiction. School boards are created by provincial legislatures to carry out certain delegated duties, and are subject to the will of the legislature. In carrying out their duties, members must operate according to prescribed procedures as set out by School Law and Regulations, and may exercise broad discretionary powers as expedient. Thus within the limits of its authority, as with municipal governments, the board is a local government body which not only legislates, but also administers its own regulations, as well as those of the Department and Legislature, or ensures that they are administered. Its by-laws and regulations have the full force of law and are valid, unless successfully challenged in the courts.

A brief listing of some of its responsiblities would include the following:

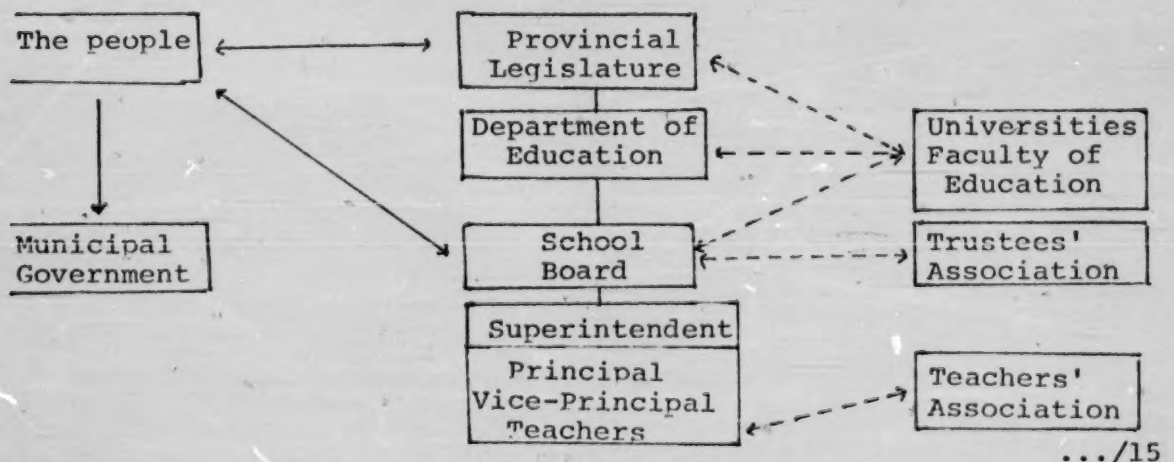
1. The providing and maintaining of school facilities adequate to house today's programs cost beneficially.
2. Personnel administration recruitment and the allocation of teachers and advisory personnel; staff orientation and development; program of teacher evaluation and growth; and the determination of salary schedules and fringe benefits.
3. School operations; school board relations with teachers and the public; and the maintaining of a policy and procedural manual.
4. Facilitating services: supplies and equipment; insurance; school busing; lunch program, etc.
5. Managing financial resources: budgeting procedures, account procedures and practices, and bond issues.
6. Pupil personnel services: pupil accounting; extra class activities; testing and test services; health; remedial

and adjustive work.

7. Innovative and related improvement practices, including one or more of: non-gradedness, open organization, individualization, dual progress, team teaching, curriculum revision, supervision, instructional technology, etc.
8. Use of newer media in instruction; use of EDP (Electronic Data Processing) in administration, etc.
9. Special efforts to meet individual and community needs.

Even a casual perusal of the items listed would indicate that some are obligatory, some discretionary. It would also suggest that some boards are likely to stress some and neglect others, and to delegate certain ones to staff members.
The Board exercises mandatory powers and duties according to School Law, covering the duties listed above, and discretionary powers covering considerations not covered specifically by law such as providing a school farm, some adult education programs, etc. It may use standing committees to promote safety and sanitation practices, increase operational efficiency, review suggestions for improvement, improve quality of services, consider text books, pupil discipline, merit rating, in-service programs, curricular activities, auxiliary services, etc. Its recommendations will be referred back to the board, and may be added to the policy manual. The following diagram should serve to show the place of the Board in the provincial organization, which is purposely over-simplified.

Management of the Schools



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The question of accountability is often raised today, for a variety of reasons and in many areas. Who is responsible for what? School Board members, as with members of the legislatures, are responsible to their electors and are removable by popular vote at election time. They have no tenure or legal redress. The superintendent is called to account for system or division troubles, and the principal is held accountable for troubles in the school. Neither the teachers*, apart from misdemeanors, nor their negotiations team are held culpable when things go awry although in the long run, concerted action by a majority of teachers can affect personnel in teachers' associations. During their probationary years, teachers without tenure have no rights or resourse to collective agreement, but teachers with tenure have association protection. Accountability should mean more than that. Teachers as professionals must accept responsibility for their influence on the young. True, this does raise questions of legal responsibilities.

Although Boards may delegate some responsibility to their administrative officers, they should not delegate nor abnegate responsibility for their policy decision making role which they exercise under School Law and Regulations. A management rights clause belongs in a preamble to all agreements, as does the management of the instructional staff under School Law. It is the exclusive function of the employer to determine the complement of management and instructional staff, the departmental organization, employment, classification, job evaluation, operation of the merit system and standards, procedures or processes governing appointment, classification and job evaluation. These are not matters of collective bargaining. However, in carrying them out, the Board should use the expertise of its administrative officers; and normally would find it expedient to consult with its teaching staff about professional teaching matters. Ruling something out of bargaining procedures should not preclude consultation. Failure to exercise powers will probably result in their loss, with some other body taking over.

*Professional responsibilities are omitted here.

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THE UNIQUENESS OF COLLECTIVE BARGAINING IN EDUCATION

During the past decade, collective negotiations between teachers and school boards have exerted increasingly significant affects on employee-employer relationships and on the duties and responsibilities of board members. Provincial legislation permitting or mandating such negotiations has been implemented in each of the provinces, although the legislation ranges rather widely, some being carefully thought through, and some appearing to be a matter of expediency. At the same time, the number of experts and consultants in negotiations has been increasing. Due to unsettled economic conditions, inflation and social unrest, the situation can be expected to continue unstable for some years at least and possibly worsen.

A new breed of teachers, who have learned their lessons from the trade unions are using study sessions, booking off sick, working to rule, black listing, strikes, sanctions, picket lines, newspaper advertisements and political pressures more and more to back their demands.

In some ways, teachers as an occupational group are coming closer to behaving like workers in the private sector - "The Colonel's Lady and Rosie O'Grady are sisters under the skin", Kipling. Yet, there are differences which hopefully will remain, as with physicians and ministers of the gospel, although even there with state medicine, state medical care and such, the trend is toward erasing former rigid social barriers and class distinctions, so that their situations too are changing. The school hours and days, when schools were opened in pioneer times, were decided as a matter of socio-economic expediency, ability of youth to get to school with consideration for winter weather, need to help at home and such, or schools might have been open all year. As a result, schools were open from 180 to 205 days a year, with two months of summer or winter vacations, and from 9 to 5, five days a week. Consequently, teachers were among the first to have a five-day week, the most common general practice today. However,

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there has been some movement in industry towards a shorter work week, of four or even three days, with longer hours, and towards flexible hours as with the public service. Consequently, the benefits of a five-day week are no longer considered of special benefit. Holidays too have been increased in the public service and somewhat in industry. Again, considering hours of work, surveys have found that teachers have been generally putting in a 50 hour week, which is more than expected in the public service, or in most positions in business or industry. Small business firms' operators, some professionals, some public servants and others are still burning the midnight oil irrespective of contract hours. Some Teachers Unions are therefore bargaining to have periods set aside for teachers to be free to mark papers, to prepare lessons and even for relaxation, with the number of classes to be taught reduced accordingly. On the face of it, this does not appear to be a good solution; it is more suited to belt line production than the work of a professional. The situation remains fluid, its direction uncertain.

Education, production and service areas are each unique, and any negotiations carried on should take this into consideration. Teaching to most teachers is something of a job, a craft, a profession and a mission. Nothing attempted or arrived at through negotiations should interfere with the professional attitude or dedication of teachers. Certainly, they should maintain an adequate level of living, related to Canada's Standard, and this should be determined to the satisfaction of those concerned. But this should not determine service provided, not curtail professional behavior.

Education may be considered as a service, an investment, a contribution to survival, or a contributor to self-realization. As an investment, economists have determined that education pays the state reasonable dividends. For the individual, while advanced education may be taken for personal satisfaction, it is still a fair economic investment of time and money. Society in

general considers that all persons should be functionally literate, should be self supportive and able to carry on every-day transactions, and would provide much more for those who can benefit from advanced education.

Where does the money come from to pay salaries and wages? In business and industry, management aims to have sales exceed production and distribution costs, in other words to operate to make a profit. A profit maximizing firm will employ labour up to the number where marginal labour cost is equal to marginal revenue product. Unions ignoring realities aim to control not only the wage but the amount of labour that a firm must hire. The money in industry comes from goods produced and is a cost of production. To survive, firms must compete in home and world markets. Salaries and wages as well as man-hour production are important factors in determining production costs and, for this and other reasons, firms in negotiating are interested in keeping wages and salaries as low as compatible with maintaining good staff relations and attracting good staff members.

In the professions such as medicine, the money received is payment for services rendered, and the charges relate to services provided, competition among doctors, ability to pay, and use made of the services. Where health schemes are introduced, negotiations for rates of pay for services can be negotiable and the use of strikes is a possibility.

To operate public education, the money comes essentially from funds at the provincial, local and federal levels although at the post secondary, including university level, about one tenth comes from fees, and the federal contribution is higher. Of the total spent on education ($7,408,860 in 1970 as compared with $1,705,986 in 1960) 10.8% was federal, 57.0% provincial, 23.8% local, 4.1% fees and 4.3% other. The contributions from governments for elementary and secondary education in 1970 were: federal 0.8%; provincial 55.3%; local 42.4% and other 1.5%.

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At the post secondary level, comparable figures are: federal 11.7%; provincial 68.8%; local 0.2%; fees 9.8% and other 9.5%.*

Of the more than 7.5 billion dollars spent on education in the early seventies, 67.5% of the total operating costs or 54% of the total operating plus capital costs and debt charges went for salaries which suggests that education is labour intensive and that salary and wage determination is important. This is particularly true when it is considered that the cost of education in 1970 was $1,165 per full time student, at levels ranging from $646 in Newfoundland to $1,307 in Ontario. It amounted to 11.1% of Canada's total personal income, $348 per capita, or $885 per member of the labour force. Since the local contribution comes essentially from direct taxes on property, it is hardly surprising if there is concern for accountability, evaluation, quality education and value for money spent. Education must compete with health, roads, defence, social services, etc., for financial support and can be hurt by negotiation bickering.

Again the school has many functions, although some would stress only intellectual development in academic pursuits. First, because of the age of students, the school must be custodial, which means acting in loco parentis for the younger pupils and disciplinary for older students. Second, is cultural and social growth, for society has schools to inculcate societal practices into the behavior of youth. Third, is intellectual development including mastery of subject matter and ability to use what is learned in practical situations. Fourth, is emotional development aimed at achieving emotional maturity which is important for self and citizenship. Fifth, is life career education as determined by youth with advice of adults, and skills useful in the career chosen.

* From 1967 on, funds transferred to the provinces for post-secondary education are classified as provincial expenditures, otherwise the federal share would be closer to 20%.

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Sixth, is the development of the aesthetic and the fostering of creativity urges. These are noted in discussing salary negotiations because collective bargaining as carried on in industry could result in agreeements which would narrow the program and stultify full growth, if "working conditions" broadly interpreted were included. The inevitable struggle between collectivism and professionalism is one that teachers face. There is a price to pay for each, and it is impossible to have both.

In considering salary negotiations in education, background is important. In their organization, at first efforts were directed towards making teachers more professional, and to obtaining security and tenure for them. But for some it became a power struggle to obtain control of the profession. At times the professional and materialistic aims of the association were in conflict, and many teachers were occasionally not in sympathy with certain efforts of their union officials, whether they thought them too aggressive or too timid. Their rights became restricted to: a vote for association representatives; sometimes a vote on the agreement reached, or at stages during the negotiation.

In the labour movement, we find negotiation as an adversarial decision making act, deciding matters of wages, hours and working conditions, and resulting in a binding contractual commitment. This has more relevance for a factory worker on a belt line, a bricklayer or hod carrier, and a blast furnace tender than for a teacher who is to act as a professional with concern for the "whole person" among his or her charges. "Working conditions" should be avoided in contracts as such term is open to almost any interpretation. Collective bargaining and professional negotiations may well be considered as different, but are coming closer together.

Today, negotiations cannot be easy. With efforts to curtail

inflation, budget reviews required, grant formulas in use, and salary guidelines (maximum allowable adjustments), COLA clauses, and such, feelings are likely to run high, and reaching compromises difficult.

Where negotiations are prolonged and strikes result, the cards are stacked against most players, except perhaps for professional negotiators and officers of the teachers' association who are neither on strike, nor are their salaries in jeopardy. Boards find negotiations costly, win or lose, and their members donate excessive time and efforts. Parents and students not only lose instruction time, but may suffer indirectly where bad feelings occur. Teachers can lose financially from days without pay, failure to receive an increase, and from side effects.

THE NEGOTIATION PROCESS

As noted, the purpose of this paper is too look at the implications of negotiations between school boards and teachers today. It is a matter of fact that negotiation procedures are found to vary widely from province to province and district to district as shown in the enclosed tabular material. Likewise provincial School Laws and Regulations, identified local needs and traditions, the structure and tradition of educational organizations and even personalities of those providing leadership range widely. However, there is a common core to all the situations, and certain basic principles which should be known to avoid possible chaos or an impasse. Teacher negotiation in most Canadian provinces reflects rapid growth and change. No paper today can provide the last word in negotiation procedures; and it is doubtful if the last word will ever be written. Whatever is selected will be a compromise and stopgap, which however is better than floundering in the dark, for there is still time to control direction as the demand for change grows.

Many attest to believing in free collective bargaining, feeling it superior to supply and demand determination on an open market. Realistically, supply and demand were never allowed to operate freely, and likewise collective bargaining is only a procedure designed to reach a compromise which will normally favour one side or the other. Collective bargaining, as a process, has little necessary concern for being fair, equitable or just. Some factors in determining the settlement reached include: knowledge, skill, and expertise at bargaining; the evoking of public sympathy or opposition; economic need to reach a settlement or ability to hold out; pertinent or panic legislation, state of supply and demand, and many others.

At most, free negotiations could mean that controllable external factors should not exercise undue pressure on the contending bodies. For example, legislation setting limits to

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The Salary Negotiation Situation in the Provinces

The Situation Yesterday - the 1960's	The Situation Today - the 1970's
Newfoundland. NTA presented briefs to Minister	1973 Nfld. Teachers Collective Bargaining Act - bargaining at the provincial level - committee of reps. of teachers, school boards and Gov't - con'n officer, con'n board, arb'n - teachers may strike
Nova Scotia. N.S. Teachers Union Act - neg'n local, then 3-man con'n comm., then mediator appointed by Minister	1974 N.S. Bill 63 Col. Barg. for teachers N.S.T.A. exclusive agent for teachers - con'n officer, board, voluntary arb'n and med'n - right to strike after conciliation & 44 days & vote by teachers - Commission of Inquiry may be appointed by Minister
New Brunswick. 1967 School Act - teachers' salaries set provincially N.B.T.A. informal negotiations with Minister	Now negotiate with Treasury Board. - conciliation officers and board, arbitration - may strike
Prince Edward Island. Teachers Federation met with Minister, presented brief.	1972 Teachers, administrators, bus drivers excluded from Labour Act. School Act Regulations - 6 mos. before end of contract - information - 3 mos. later neg'n - after 45 days refer to con'n officer - after termination use a 3-man arb'n board

The Situation Yesterday - the 1960's	The Situation Today - the 1970's
Québec. 1960 Labour Code - neg'ns: local level, con'n services, right to strike 1967 Bill 25 temporary removal of teachers' rights - neg'ns province wide by committees rep. of three teacher ass'ns, 2 sch. bd. ass'ns, Québec gov't	1975 - parties to agree on items for neg'ns at provincial and local levels, or Lieut. Gov. in Council will specify items - CEQ may challenge political and social system
Ontario. no legislation re. neg'ns local neg'ns with teacher and trustee ass'n help - can use (1) conciliation conference meeting or (2) fact finding plus recommendations advisory committees - teachers used "pink listing" or "gray listing", mass resignations, but were against strikes	1972 Ministerial Committee - binding arb'n by tribunal - that working conditions be negotiable 1975 Act re. Collective Agreements - gave rights to strike and to lock out - school boards and local ass'ns bargaining agents - any term or condition of employment negotiable - may strike after (1) notice re. neg'ns, (2) "fact finder" has reported, (3) boards' last offer rejected by vote and agreement expired - provides for binding arbitration, binding final offer selection
Manitoba. contracts begin Sept. 1 or Jan. 1 - neg'ns start 30 - 90 days before end of agreement - negotiations at local level - only if disputes go to con'n is teachers ass'n involved - provides for con'n, then arb'n board - teachers may not withdraw voluntary services	

The Situation Yesterday - the 1960's	The Situation Today - the 1970's
Saskatchewan. 1949 Teachers Salary Neg. Act - provided use of med., con. board or both 1968 Teachers' Salary Agreement Act - 13 negotiation areas - start neg. Oct. 15 for Jan. agreement - con. officer and voluntary arb. - Minister to publish claims	1973 Neg. of Collective Bargaining Agreement for Teachers - province wide and local negotiations - 4 rep. SSTA, 4 rep. SSTA & 5 Gov't rep's; salaries, principle allowances, superannuation, & life insurance - local - sick leave, sabbatical leave, ed leave, pay period and special allowances neg. from Sept. 15 to Jan. 1 - 2 year period Teachers choose con. and binding arb. or con. and strike.
Alberta. Operated under Alberta Labour Act. (ATA resembled trade union since 1968.)	Neg'ns from Jan. or Feb. to reach Sept. 1 agreement Local negotiations - use teacher and trustee ass'ns Local has become regional (7 regions), optional e.g. not Calgary or Edmonton.
British Columbia. 1967 Public School Act - negotiations begun in Sept. at local level, local teachers and boards & BCTF & BCSTA - agreement effective Jan. - conciliator appointed Oct. 31 - binding arbitration Nov. 14	1974 Public School Interim Arbitration Procedures Act - provides for 3 man arbitration panel by Nov. 29 - neg. local or regional

Abbreviations: ass'n, association; arb'n, arbitration; con'n, conciliation; gov't, government; med'n, mediation; neg'ns, negotiations; rep's, representatives.

Summary. 33

Statutary or tacit right to strike - Nfld., N.Sc., N.Br., P.Q., Ont., Sask., Alberta
Access to binding, or other, arbitration - N.Br., P.E.I., Ont., Man., Sask., B.C.
Province wide negotiations - Nfld., N.Br., P.Q., Sask.
Regional or area negotiations - Ont., Alberta, and B.C.(some)
Local negotiations - N.Sc., P.E.I., Man., B.C.(some)

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the overall increase can influence negotiations, and short or over supply makes a difference. Also the supply of money is limited and education's share could be changed at any time.

Assuming that there will be salary negotiations, some pertinent questions relate to: (1) the level(s) at which negotiations will be carried on; (2) who shall participate; (3) what will be negotiated; and (4) who will be covered?

Negotiations began at the local level, but the trend, as with industry, seems to be to carry on negotiations at ever higher levels, whether division or province. Because districts were normally interested in knowing the terms of settlement in other districts, and both teachers and boards used this in their negotiations, there was less reluctance to switch to the larger areas. Teachers' associations, both as a matter of convenience and strategy, appear to prefer regional negotiations to district, and provincial to regional. Board members may feel that much of their responsibility has been taken away from them, and, as with some teachers, may be unhappy with negotiations carried on by their representatives and with the settlement reached at higher levels.

Today negotiations are being carried on at all three levels, but perhaps the best guess is that in time they will become provincial, if not interpovincial. This comment is based on the trend in industry for unions to increase in size to amalgamate and to become international, keeping pace with supranational industrial expansion.

Levels At Which Negotiations Occur

In the beginning, negotiations were conducted between the school board and the individual teachers, with positions advertised in the paper which helped boards and teachers to know "the going wage". After the teachers' unions were established, the teachers

were supported from the head office, and on occasion pressure tactics such as blacklisting, threats of strikes, etc. were brought to bear on the situation. Today central offices may have well-trained capable staffs of negotiators, attorneys who negotiate with representatives of the Boards's members, whether board members, association representatives or professional negotiators. In some provinces the negotiation goes on between the teachers' association and government with or without representatives of the trustees. Those who can participate in negotiations may largely be set out by legislation. What is included in the legislation, however, can be influenced by the stand taken by the various school boards, by teachers who are vocal and by the associations of both. Either party may also attempt to influence the direction of legislation through electioneering and through running for office as well as by lobbying.

There are both advantages and disadvantages to having salaries negotiated at the provincial level. Some possible arguments given for adopting or opposing this procedure are:

(i) Negotiation on an ever larger scale is happening in industry. Large groups may not only benefit the teacher's lot, but can affect the provincial and even federal contributions to education as well-whether favourably or adversely.

(ii) Local trustees and teachers, not being involved may get on with the process of education or lose motivation.

(iii) This could be used as an opportunity to separate professional matters from working conditions.

(iv) This could serve to eliminate wildcat strikes or increase them.

(v) The settlements will be made by experts. (Experts in what?).

(vi) The size of the operation could warrant the setting up of a pay research committee or unit. It could also help the teaching corps relative to unorganized workers, and affect provincial monies allocated to education up or down.

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(vii) The education system will become even more of a monopoly with supply and demand operating only provincially or nationally.

(viii) There is a likelihood that negotiations will be between teacher associations and management with principals, superintendents and even boards on the sidelines.

(ix) Conditions vary greatly from urban to rural, and from district to district - conditions not reflected in a provincial salary schedule. Some suggest that the schedule must provide for isolation and other unique conditions.

(x) Where fringe benefits are not included, the equivalent of pay drift may be found as boards compete among themselves for outstanding teachers.

(xi) Some contend that provincial negotiations will reduce incentives to teachers. This will result in poorer candidates entering teaching.

(xii) Yet some would argue that if local trustees, superintendents, principals and teachers are not negotiating participants, they could then concern themselves more with education matters.

The above are some of the possible though debatable effects from adopting negotiations at the provincial level. Another possibility is that there could be negotiations at two levels with salaries and some fringe benefits at the provincial level, and other fringe benefits and some working conditions at the local or divisional level.

Thus negotiations may be conducted by boards and teachers, by the Department and teachers' associations; by all administrative bodies and personnel (Department, boards, superintendents and principals) against teachers' associations and teachers. The representatives taking part in negotiations could be members of the interested bodies or even hired professional labour negotiators.

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In General - What is Negotiable?

When we turn to ask what is negotiable, the answers range from "salaries only", to "everything is negotiable". Generally negotiation coverage falls between the extremes with some including much more so called fringe benefits and working conditions than others. Perhaps the question should be re-phrased to ask: what should be provided by school law and regulations? What should be the duties and prerogatives of management? What can best be achieved through negotiations? These are important questions. Answers that hold up would probably limit negotiations to determining salaries and fringe benefits.

Keeping in mind that we are talking about what is often described as a power struggle with high stakes, the control of education, the results of negotiations could determine who is to decide what is provided in education at the various levels.

The Participants in Collective Bargaining

When it comes to deciding who should be the participants, one must consider the implications of changing from a board-teacher situation to a larger stage implicating several boards and more teachers, introducing new problems, but with more expertise used than at the local level, and with more experts from the trustee and teacher associations. Whether divisional or provincial levels are adopted, the use of professional or special association negotiators is likely to be used more unless controlled by legislation.

What is Negotiable and Non-Negotiable

Turning next to the most crucial and difficult issue in negotiations, that of the delimiting of the areas and topics which may be negotiated. It is recognized that any effort today

to place topics in or out of scope for negotiations cannot expect to meet with general acceptance. Since the items listed are not intended to be all inclusive, but rather typical, additional items may be placed in the appropriate category. Omitted are items normally the prerogative of the Department of Education such as the school year, length of the school day, etc., and it was assumed that nothing would be included that would interfere with management prerogative and issues.

All matters listed are of interest to boards, administrators and teachers, and provision should be made for having them dealt with appropriately. Some are essentially professional and concerned with the education process; others are basically managerial, such as economic, concerned with salaries and fringe benefits or related to policy matters and getting things done. The matters raised here should be considered in setting out the preamble, the body of the agreement, and the contract(s). Some might prefer to omit the preamble, arguing that anything included could become negotiable. Here it has been suggested that the Boards ensure that the preamble is cleared before negotiations commence. One value of the preamble is to provide arbitrators, lawyers and even legislators with certain policy positions.

The preamble should be reasonably short, concise and inclusive. It should avoid generalities, particularly where different interpretations are possible. Its purpose is to set the stage for bargaining, to delimit the topics that can be introduced into the negotiations, and it may suggest items that should be resolved in other ways.

Procedures to be agreed on for the preamble include:

1. A list of definitions of terms used in the agreement, e.g., agreement, authorized representatives, employee, etc.
2. Pertinent public legislation providing constraints, school year, school day, labour legislation, etc.

3. Legislation limiting the agreement.
   Responsibilities and powers of the Department, Board, Superintendent, Principal and Teacher re negotiable items.
4. Purpose of the agreement, and coverage, whether provincial, regional or local.
5. Participants - including recognition of bargaining unit membership, (recognition of teachers' association and trustees' association). Itemize numbers, selection methods, etc.
6. Closed or open shop for teachers, check off, contracting out provisions.
7. Mechanics of negotiations, provision for regular schedule of sessions, dates of meetings, place, time, etc.
8. Provision for selecting, securing and paying for mediative or abritrative services.
9. Duration of agreement, provision for termination and renegotiations.
10. Personnel covered by agreement, and those excluded.
11. Means adopted for reaching decisions, procedures for dealing with impasses, conciliation, arbitration, use of strikes and lockouts.
12. Printing and distribution of agreement, and notification of contracts signed to associations.
13. Recognition by the parties that a teacher's responsibility extends beyond scheduled instruction.
14. Agreement that both parties will bargain in good faith. Obligations of the various parties.

Items Negotiated

1. That agreements will be reached on the negotiations model to be adopted covering salaries and fringe benefits.

2. That negotiations be limited exclusively to the contract, to salaries and to fringe benefits. (It is not unusual in labour negotiations for 30 or more issues to be raised. It is suggested that the number per year be limited).
3. Application and coverage - can be limited to tenured teachers, to all instructional personnel, or indirectly to salaries of administrators.
4. Term of agreement - usually for one or two years.
5. Citizenship rights, to ensure no recriminations or putting anyone in double jeopardy, or discrimination re. sex, race, creed, colour, ethnic origin, or membership in the association.
6. Leaves - sick leave, days per month or year, accumulations, grant at time of retirement (how to qualify), use and selection of doctor, military leave.
   - special leaves to attend funeral, graduation, wedding, etc., at discretion of principal or board
   - professional leave of up to 3 days a year, or more at discretion of board, to attend conferences and meetings
   - leave for pregnancy, maternity, and paternity as specified, or at discretion of the board
   - leave without pay for one year or more to attend university, to travel, or to work in an education position or association temporarily, with permission of the board
   - leave re. injury on duty, permanent disability
   - sabattical leave where provided for
7. Contract, or contracts - term to run, salary grid, pay dates (12 monthly cheques, 2 a month, or every two weeks)
   - placement on grid according to classification
   - provision for breaking a contract
   - COLA clause where agreed to
   - travel pay and expenses - cf. government allowances

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8. Pay deductions for income tax, unemployment insurance, Canada Pension Plan, Teacher's Superannuation, federation dues if check-off, approved group insurance plan.
9. Tenure, after one or two years probation
   - release of teachers in redundant positions, suspension, cancellation of certificates or permits
   - posted notice of new positions and vacancies
   - priority of teachers laid off, up to 1 year
10. Grievance procedures re. agreement, allocation or sharing of costs, use of prepared forms.
11. Superannuation, transfer of pensions, age of retirement.

Some Fringe Benefits

1. Isolation bonuses
2. Extended health benefit insurance
3. Dental, and group life insurance
4. Help with summer school, night school, correspondent courses
5. Secretarial help, parking space
6. Provision for use of school facilities and equipment by teachers for association business
7. Time off for conventions, professional meetings (not provided by law)

Items of interest which have on occasion been included in negotiations, but which could be handled much better by other than negotiation, some of which are management functions.

1. Representation on curriculum committees, or task forces on special education, outdoor education, and at various levels.
2. Keeping of record files, confidentiality, but open to teachers.
3. Notification of openings posted in schools.
4. Use of auxiliary personnel.

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5. Supervision e.g., 20 minutes before and after school, lunch periods, rest periods.
6. Protection for teachers assaulted by pupils or others while on duty.
   Safety provisions and physical working condtions.
7. Pupil discipline and disruptiveness, procedures for handling.
8. System-wide education policy councils.
9. Rotation or equitable distribution of grouped classes to cover easy and difficult classes, workload, and allocation.
10. A variety of topics from school building, supervision, racial factors, school policies and other matters concerning the organization and administration of the school.
11. Use of classroom assistants, pupil tutors, lay personnel.
12. Public relations.

Non-Negotiable Items

Some selected items which are the prerogative of management, and non-negotiable, could well be excluded before action is taken on many of them:

1. Assignment, promotion and transfer policies, special leaves of absence.
2. Seniority, decrease in personnel or layoff, suspension or discharge.
3. Scheduling, organization for instruction, teaching periods, the marking of papers, tests and examinations.
4. Co-curricular activities,
5. The evaluation of teaching personnel and school climate determination.
6. Disciplinary action
7. Liability insurance
8. In-service training

9. Determination of goals
10. Public relations
11. Procedures for handling parental complaints
12. Supplies to be furnished.

Other items that should be classed as non-negotiable include: items than can only be decided by scientific research methods; evaluation following experimental efforts, surveys, studies and investigations using professional expertise, such as size of class, length of class period, use of media, assignment of personnel, pupil grouping and such. Other items requiring expertise and individual attention include the allocation or assignment of personnel according to competencies, experience, need, etc.; and accountability and evaluation of procedures.

Education policy making should never be negotiated. Where association or teacher members sit on standing curricular, methodology or other committees, there should also be representatives of management and school boards. In negotiations, any items that might paint either administrators or teachers into a corner should be avoided, e.g., school organization. Nothing here precludes board-teacher consultation, or the working out of programs cooperatively. What is objected to is including in negotiations matters that can best be resolved through other selected, more rational means.

Negotiations Coverage

Coverage of negotiations is ordinarily for the regular teaching staff, but it may extend to substitutes and teacher aides. Where superintendents, principals, department heads and other special personnel salaries are related to the basic salary for teachers plus bonuses, the bargaining is for all salaries of administrators and teachers. It will be noted that while principals and other administrators have been classed with the

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administration team, if their salaries are derived from the teacher salary schedule they may well be facing a conflict of interests. Other school personnel who belong to a union come under the Labour Relations Act.

Negotiation Procedures

Before undertaking bargaining there should be an understanding by all parties concerned, based on accepted principles governing the actions of administration and teachers. School boards as a type of government cannot abrogate or negotiate away their powers, a function they neither wish to, nor have a legal right to share with teachers other than on a consultative basis. They are expected to defend adequately the public interest in control of the schools, to counter militant teacher organization demands, retaining control of public schools in the hands of the people's representatives. Roles for the principal and his assistants in administration should be spelled out in sufficient detail to protect them in carrying out their duties, e.g., conducting employment interviews, observing and evaluating teachers' performance, transferring teachers, selecting teachers for promotion, supporting teachers in student discipline problems, handling parent's complaints, calling teacher's meetings, conducting grievance hearings and such. Teachers should be able to conduct themselves in their professional capacity, within the school program, for the good of the students and the school. There should be free consultation between administrators and teachers and appropriate appeal procedures. Teachers should feel that there is no discrimination against them or their union; that they will be treated courteously and respectfully; that there will be no interference in their academic freedom and progessional execution of duties, realizing that this entails working as a member of a group and fitting into the system while being free to try to change it democratically. It is suggested that teacher-board relationships can be best ensured through school law, departmental regulations, systematized organization

providing for professional administration and instruction, supporting behavior common to good administrators and teaching personnel. Because at best the system is dynamic and some clashes appear inevitable, there should be provision for appeal and the redress of complaints. All of this is outside negotiations of salaries and fringe benefits and related grievance procedures.

Some Implications of Carrying On Negotiations

Most teachers' associations consider that bargaining by teachers can lead only one direction, up. It is assumed that no teachers' association will ever ask for lower initial salaries, for fewer increments, for longer days, or for fewer holidays. Nor is it customary in bargaining to ask for what you hope to get, the initial request is pie in the sky. If a compromise between what the teachers ask and what the board is expected to give is reached, the teachers gain by that much. Barring uncontrolled inflation the teachers win financially, except that other unions may gain appreciably more and the relative position of the teachers may slip.

Where agreement seems impossible or an impasse is reached, either side may ask for conciliation or arbitration. An arbitrator normally tries to get both sides to give in some, provide for saving face and reach a settlement. It is ordinarily important for the association in reporting back to its members, to report some gains. Teachers' associations are therefore generally in favour of arbitration in difficult situations, assuming that most arbitrators will strike a middle ground, a gain for them. Also it absolves them of some responsibility. Either under an arbitrated settlement or legislation ordering them back to work, the association can look for sympathy from many teachers, and hopefully from the public. Thus one criticism of using arbitration, after a set period, is that one or the other side sensing the situation may decide

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to wait for arbitration and not to "bargain in good faith" since they feel they can gain more that way.

Because collective bargaining is neither highly rational nor democratic, other solutions have been sought. One suggestion is that if no agreement can be reached, that each side give its final bid, one that it is prepared to live with, and the arbitrator pick one or the other which then becomes binding.

Australian Experience in Controlling Loss from Strikes

Australia, to curtail loss from strikes, has appointed legally constituted tribunals which conduct pre-arbitral, post-arbitral sessions and negotiations in lieu of arbitration. A common law agreement can be reached outside the commonwealth arbitration tribunal, consent awards may be rubber stamped, or others will come before the tribunal subject to formal procedures and cumbersome legalistic and time consuming formalities. Where strike action is taken, it becomes a non-stoppage strike which requires that, pending settlement, the earnings of the company and the wages of the workers are paid into a special fund, as a strike tax. This eliminates demoralization from being idle, bad feelings and picket line dangers, and speeds up settlement. Another possibility is a graduated strike with part time working, first four days, and later three days. Certainly some better solution than crippling strikes is necessary for the good of a country, and strike control and emergency legislation with inducement to agree, and with the parties not faced with the consequences of refusing to settle, is hardly the answer.

Whether or not a legal right to strike is supportable in education is highly controversial. Some consider "the right to strike" as a "basic right", while others see it as necessary coming out of the legal right to collective bargaining. They point out that collective bargaining and strikes were the only recourse for workers following the industrial revolution and may

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feel that they are necessary for employee groups to bring pressure to bear against monopolistic, enslaving pressures on employees and coerce concessions in achieving a balance. They defend collective bargaining as the best way of operating our economy.

Strikes may be legal, illegal or wildcat. They may be peaceful or wildcat, with or without picketing, the use of goons or strikebreakers, confrontation, damage and violence. Strikes at times have forced small businesses to close or large ones to move, and have resulted in misery, loss of morale, injury and death. They can affect production and result in the withdrawal of essential or other services. In teacher strikes, criticism is generally directed against instructional loss, whereas the withholding of custodial service probably causes great inconvenience and may affect community climate, a serious matter. A strike is a drastic step and should be a last resort. Where demands are reasonable the strikers may evoke public sympathy, an impasse could be breached and the air cleared. Where demands are unreasonable in the long run public schooling could be modified greatly or even replaced with private or mechanical endeavour.

Whether there are better alternatives is a moot question. Compulsory arbitration equally has weaknesses as has final offer mechanisms. Preventive measures are to be recommended, but is is unrealistic to consider them a substitute.

The Federal Public Service has had collective bargaining and the right to strike since 1967. From 1967 to 1975 there have been 449 agreements, 73.9% by voluntary agreement, 15.1% following arbitration, 8.6% following conciliation, and 2.4% following a legal strike. In addition, there were 50+ unlawful strikes and back to work legislation. Despite this, most union members are law abiding and respect rational arguments, necessary constraints and a reasonable approach to settlements.

There is still need for procedural remedies to deal with unlawful actions such as: authorization or incitement of unlawful strikes; discrimination against employees; employee participation in an unlawful strike; intimidation of employees, and other prohibited acts by unions, employers or their representatives.

Some potential causes of strikes in education in the next few years may include service conversion and worker displacement whether due to technological change from instructional technologies including the computer and newer media, greater use of teacher aides and community workers or other expedients which affect the number of teachers needed and their responsibilities.

Preparing for Collective Bargaining

Since all boards must face negotiation procedures in one form or another, or the results of them, they should review various means of preparing for them. Some boards could inadvertently bargain away their birthrights, could take the easy way out by swapping policy prerogatives for lower salary demands, or could rubber stamp teachers' demands. Or again, if not prepared, they could find themselves in an uneven bargaining struggle with teachers and their association, leaving the principals and superintendents out in the cold. To prevent this, it is suggested that now the demands on boards today have increased to the point where they need to rationalize management functions in a far more systematic organization than was necessary yesterday. Among other things this should result in a management team, prepared for salary negotiations, taking the bull by the horns and devising a settlement that is fair to teachers, good for youth and the community, long term in perspective, yet affordable.

A Pay Research Bureau

Management may decide that there is need for a pay research bureau, or fact finding standing committee at the provincial level,

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with smaller sub-committees or officers at the local level, to compile relevant financial background materials pertinent to salary negotiations. This could include salaries being paid to teachers elsewhere, settlement increases accepted by other boards, prevailing rates in private employment, government, and service. Attempts have been made to discover where the community thinks that teachers and administrators fit into the status hierarchy since in negotiations groups normally contend that their position should be as good economically as certain other groups they specify.* It does not follow that teachers would or should approve the socio-economic classification generally accepted by society. For example, arguments are put forward today that elementary teachers should be paid as much or more than secondary teachers because of their more crucial potential to get youth off to a good start. This could not be resolved by reference to status studies.

A second possibility is that the Bureau could compare teachers with average earnings of others or other groups where academic and professional years of preparation are similar. Could the problem be resolved, it would contribute to providing a basis for negotiations, although other considerations should not be overlooked.

The Boards' Position

Boards should seriously consider what is negotiable, and the affects of a negotiated settlement on the issues, and what matters should be subjected to other procedures. How much security should teachers have before and after tenure, and can they have too much? Is there adequate provision for dealing with non-negotiable matters and grievances rising from discontent? Many industrial strikes purportedly over wages are in reality reactions against working conditions, and settlements providing increases under those conditions are reminiscent of the "gold cure". Much of the discontent would be prevented or

* See Appendix B.

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resolved if an adequate systematic approach were used by administration, future-oriented and aimed at improvement.

Where the relationship between the board and management officials is rationalized and functioning effectively, cooperation of the board, superintendent and principal in preparing proposals covering teachers' salaries would appear to be a normal function. Whereas some would consider the use of professional consultants and negotiators as a "cop out", boards may find it desirable and expedient. But it should not be used as a substitute for board initiative and efforts.

As noted, a rule book of policies or policy manual should be prepared and kept up to date by all boards as it can serve as a basis for the preparation of proposals for negotiations and reaction in counterproposals.

Good two-way communication can be an important part of a negotiations campaign which could take advantage of normal communication channels to keep a finger on the pulse of ratepayer reactions. Public opinion, and the mass media can perform important roles in determining the outcome of negotiations, where everything does not proceeed smoothly.

Boards must defend adequately the public interest in control of the schools. They must counter militant teacher association demands, and preserve control of the public schools. In this it will not be enough for them to react to teacher association proposals although this will be necessary. Boards should collect relevant data and prepare materials and proposals, as counter claims of their association, or prepare counterproposals. Both of these leave the initiative with the teachers' associations but the latter is a much stronger position.

Since both the Boards and Teachers have "the good of the students at heart", both may use this as a weapon. Again, because of the nature of bargaining, the positions taken in advancing

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proposals and counterproposals are usually exaggerated, although they should never be fraudulent. One main advantage of counter-proposals over depending on defences is that it sets out for bargaining two conflicting positions which could result in a sawoff, or of both being dropped. The position is also strengthened where arbitration is used. Actually, the reaction of the Board to the Association's submission may be that it will accept some requests; that it would accept some others if modified; that it has a better offer in some instances; and that it is diametrically opposed in others. The counterproposals may reflect this.

Alternately the Board may take the initiative and make its own proposals related to those things that it has accepted as coming under negotiations. Offence is the strongest defense.

TEACHERS' AND PRINCIPALS' SALARY SCHEDULES

The payment of wages and salaries has undergone considerable change over the years. The determination of remuneration is affected by a variety of considerations including: supply and demand; the setting of minimum wages, unemployment insurance and other social benefits. In small businesses managers will generally pay what they can afford, and charge what the market will bear. Farmers, fishermen and others pay the going wage--someone has to make a start and others consider whether or not they can follow. However, with word of mouth being replaced by the newer media the setting of wages is more complex and larger establishments could hardly operate using methods which work for cottage industries.

Considering certain alternative methods of determining wages and salaries we find teachers located on a salary grid according to their years of preparation, and their years of experience, the grid base and steps determined through negotiations. In the public service the salary schedule is more complex

with positions ranging from postal messengers to deputy minister classified into many categories such as secretary, clerk, statistician, economist, administrator, etc. For clerks, for example, there may be four divisions, Clerk 1, 2, 3, 4 and each class will provide for three or four annual increases contingent upon receiving a satisfactory merit rating. After reaching the top of a class the incumbent may stay at that level or bid for a higher position. Each job class is allocated to a place on the major schedule after considering a job description and assessing the job. For entrance some positions require specified education and other qualifications, others are open to all comers. The merit principle operates throughout. Salary changes follow negotiations and a Pay Research Bureau provides comparative statistics from the business world and elsewhere.

Some larger businesses operate somewhat similarly, using job descriptions and a classification scheme, professional personnel officers so that selection is made on the basis of appropriate tests, an assessment of qualifications and personal interviews or interviews by a board. In addition to, or in place of a job description, requirements for the job may be made by job analysis or operations analysis. The principle is to pay according to job requirements and for the job done, not for schooling although what is wanted may have been learned in school. In education it is accepted that the higher the qualifications the better the teacher, and that each teacher will improve year by year at least for 8 to 14 years. <u>There is little evidence to support these contentions</u>.

Most school boards aim to have their schools staffed with good teachers so that the goals of education will be reached. They wish to hold good teachers, and to eliminate the misfits. They provide for tenure and security, and are aware of seniority. Administration personnel are expected to evaluate teachers and allocate staff according to their expertise and may recommend team teaching and differentiated staffing to help in this.

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As noted the education arena is unique in that whereas most union workers in the private sector are concerned with direct benefits, personal protection, security, safety, physical comfort, health protection, dignity of treatment, wages, pensions, medical insurance, sick pay, length of day, week and year, educators in addition are concerned with the product, the process, and the input. Their professional interest makes them concerned with the pupil as a whole, goals of education, methods being used, in fact all phases of the education process. Because of this there may be a conflict of interests between their desire to emulate trade unionists and to be professional, the latter being individualistic and motivational, the former is collectivist and reduces production and expectations to the capabilities and needs of the slow and inept.

Some Possible Basic Items of a Salary Schedule for Consideration

Assuming that the present grid model will be retained, it may be considered expedient to think in terms of a salary schedule that provides for:

1. A beginning salary that will attract outstanding young peple, one that is competitive in the open market. A school climate and outlook that gives the school a good reputation is equally desirable.
2. A starting salary based on preparation, teaching experience and potential professional growth. A salary compatible with that for college graduates entering business, for candidates with degrees.
3. Annual increments of sufficient size to make the recipient feel he is progressing. Some recommend that the salary be doubled in a specified time, possibly 10 years.
4. A grid developed by school board members, administrators and teachers, as much through cooperation as negotiations, if possible.
5. A schedule showing no discrimination re grade or subject,

residence, creed, race, sex, marriage status, number of dependents--only teaching counts.

6. A schedule recognizing experience and advanced education to the doctorate. The differentials for advanced study should create a real incentive?
7. Schedules recognizing responsibilites of administration, supervision, etc.
8. Schedules constructed rationally, without reflecting any political pressures, individual bargaining, or personal considerations, but with consideration for the consumers price index, the state of the economy, property assessment trends, teacher needs, etc.

Before constructing a schedule, pertinent data should be collected from the provincial and federal governments, including salary information, data from the education divisions and census; college placement officers, manpower, local municipal governments, with teacher's salary data locally and further afield.

Assumptions in most salary grids appear to be that experience year by year makes for a better teacher - at least for 8 or 10 years; that any post-secondary advanced studies make a good teacher better irrespective of the study or position; that all elementary positions (or seconday) are equally demanding and should be paid the same; that job descriptions are superfluous, and that qualifications and experience are the most plausible criteria for teacher selection.

A Salary Schedule Model

One technique used in determining a salary schedule is to make a theoretical model to which dollar values can be added later. The following model shows 14 steps, with 8 for teachers with high school completion and teaching certificates but no degree, to 14 for those with a doctorate. The 8 increments for teachers without degrees are equal at .05%; for those with one degree equal at .06%, for those with a masters .07% for the first two years, then .08%, and for the doctorate .07% for two increments, then .08% for the remaining 12. The numbers here are suggestive only, and the figures to be used would be open to negotiations.

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Step	H.S. & T.C. *	B.A. or B.Ed.	M.A.	Doctorate
0	.80	1.00	1.10	1.30
1	.85	1.06	1.17	1.37
2	.90	1.12	1.24	1.44
3	.95	1.18	1.32	1.52
4	1.00	1.24	1.40	1.60
5	1.05	1.30	1.48	1.68
6	1.10	1.36	1.56	1.76
7	1.15	1.42	1.64	1.84
8	1.20	1.48	1.72	1.92
9		1.54	1.80	2.00
10		1.60	1.88	2.08
11			1.96	2.16
12			2.00	2.20
13				2.25
14				2.30

* High School and Teachers' College.

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This model could be expanded to provide categories for teachers with some university but less than a degree, and to provide for categories or steps between the bachelors' degree and the masters. Assuming that a beginner with a degree but no experience will receive $8000, or some other figure, it is only a matter of simple computation to fill in all the other grid cells.

It might be noted that a teacher with a doctorate who teaches until retirement will have earned 29% more than if he or she had stopped at the bachelors' degree, and a teacher with a masters' degree would have earned 19.5% more. There is thus a built-in incentive and some inducement for teachers to obtain higher degrees and to stay in teaching longer.

Fringe Benefits for Teachers

Fringe benefits are extras beyond salary received. Over 120 varieties have been found in labour negotiations, but not all of these would have applicability in the schools. They have amounted to as much as 20% of payroll costs in industry. As benefits they provide security and other advantages to employees.

In education teacher associations consider fringe benefits as highly important. Consequently, it has been noted that negotiations may cover some or all of the following: pay of substitute teachers, time for administration and supervision, sick pay, disability pay, accident pay, leaves of absence, sabbatical leave, maternity leave, grievances, settling disputes, appeals, and such. As fringe benefits the extras may also cover military leave, education leave, vacations, paid holidays, voting and jury duty, retirement allowances, pensions, social security, tax sheltered annuities, insurance (life, health, accident, liability, etc.), terminal pay provisions, death benefits, parking, credit union loans, transportation, rest rooms and lounges, rest periods, coffee breaks, status symbols.

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Yet nothing is for free. Many fringe benefits are desirable but, as teacher's tastes differ, not all will be satisfied with a no-choice boarding house fare. The costs are those of collectivism as against professional determination. They raise the possibility of antagonizing the public, and a demand for accountability with emphasis on the basics. Too great demands will upset the equilibrium. The results are unpredictable, for today there are demands for alternative schools, for deschooling, for emphasis on the basics and saleable skills, for paying for results, and for developing private schools. Tomorrow the school could inadvertently negotiate itself out of existence, if negotiations are unlimited.

The Payment of Administrative Personnel, Some Possibilities

As noted, boards employ three main categories of employees, teachers, administrative and support personnel, and non-professional staff. Many of the non-professionals are unionized with salaries negotiated under the Labour Relations Act; the teachers have their own union; but the administrators, superintendents, principals and others have not as yet formed or joined a union. Our discussion here will be limited essentially to principals, except for a short section suggesting the possibility of relating all salaries in this category.

The qualities required to make a good teacher are not necessarily the same as those looked for in a good principal or superintendent, although there is overlapping. Where seniority has been used in the selection of principals from among the teaching staff, on occasion the board lost an outstanding teacher and obtained a poor administrator. While it is generally felt that a principal should be paid more than any teacher, it is thought that the difference should not be great enough to unduly attract good teachers. Some would argue that principals should not be selected from teachers but from business managers. Actually both teaching experience and outside experience should be assets to principals in their work.

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A possible index for paying administrative personnel could be something after the following which can then be related to the teacher salary scale, or to a fixed sum:

Elementary vice-principal	1.1
Elementary principal, small school	1.2
Elementary principal, large school	1.25
Junior high school vice-principal	1.2
Junior high school principal	1.4
Department head	1.1
High school vice-principal	1.3
High school principal, small school	1.4
High school principal, large school	1.5
Assistant superintendent	1.5
Superintendent	1.75

This index could be related to a correponding wage considering years of preparation and responsibility in the private sector, or to the teacher salary grid, either selecting the salary from the grid that the principal would make as teacher, or use the top grid entry for fully qualified teachers with a bacherlor's degree. The former would pay for teaching qualifications, the latter would result in some with advanced degrees who would make less in the lower administrative offies than would many teachers. A third possibility that of using the top salary on the grid, that for teachers with the doctorate and 10-15 years experience, would seem to put administrative salaries too high. A fourth would relate the base figure to salaries in private industry.

The above makes no provision for salary increments for experience on the job. Possibly 4 increments would be enough, although 6 could be used. Again, the maximum salary could be determined and from it salary increments and beginning salary.

Turning more particularly to various ways of paying principals we find several possibilities. First, as noted the princi-

pal can be paid according to his qualifications as teacher and his responsibility as administrator. This is interpreted as paying him what he would receive as teacher on the grid and an addition according to the number of teachers he supervises, the number of instruction rooms in the school, the number of students in the school, or the size of the school budget. The logic of this appears weak.

Second, the principal could be paid according to his responsibility, considering size of school, number of teachers, etc. Saskatchewan, for example, uses a point system with a specified number of points for schools with specified number of rooms, points given for one and two years experience, and points for special administrative qualifications as specified. A point system allows for assessment on as many characteristics as practicable. There are no necessary limits apart from practicability.

Payment of Principal on Point System

A second approach is to use an assessment form to rate the position according to what is demanded of the principal. A possible assessment form for administrative and support personnel would scale the position against a possible 1000 points. Such evaluation of the position could consider duties and responsibilities based on a job description and written summary; or a performance evaluation that is organized and systemic. An example could be as follows:

Position Rating of Principal on a 1000 Scale

Background - education	150
- experience	150
Application of professional knowledge on job, e.g. consider complexity, latitude, level of difficulty	150
Leadership impact on school program, climate, and on the community	100

Supervisory responsibility, e.g. number of employees supervised, rooms, teachers, students, etc.	150
Diversity and complexity of the organization, e.g. elementary, secondary, vocational, composite, night school, etc.; contacts with students outside, parents, public; special considerations such as city centre, isolation	200
Time and overtime requirements, exposure, confidentiality	100
	1000

Noting that the principal has a full time job, he should be paid by the year, as he normally puts in more time at school and related activities than teachers, and in fact is the man in the middle who belongs more in the camp of the administrators than of the teaching staff. It would seem that reaching agreement on his salary apart from salary negotiations with teachers makes good sense. The present situation is generally unsatisfactory and becoming more so. Some possible implications of paying principals as teachers plus are that it:

1. could put the principal in a position of conflict of interest if he helps with negotiations;
2. could leave him out in the cold if teachers and the board negotiate salaries and working conditions;
3. could undermine his position and responsibilities, which could be taken over by the teachers associations;
4. could embarrass him in certain grievance procedures; and
5. could in addition encourage or discourage teachers from becoming principals.

True, paying principals as teachers plus seems a simple way to determine principals' salaries and looks orderly. It is also contended that principals are ex-teachers, and there are still teaching principals. Also some principals can fill in for absent teachers. Actually much of the work of principals resembles that

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of teachers, for both work with people and should have familiarity with the social sciences, psychology, sociology, philosophy, measurement, group dynamics, with the principal also conversant with economics and management, and teachers being subject matter specialists. The same gap is found between principals and teachers as is found between labour and management. They should consult together, but each has his own unique responsibilities, and teachers must report to the principal.

Principals are administrators, not teachers. Some even question whether or not principals should be selected from among managers rather than teachers.

Boards should seriously consider paying administrative personnel according to qualifications needed and responsibilities, and make them true members of the management team.

GRIEVANCES COMING OUT OF NEGOTIATED CONTRACTS

A grievance is defined as suffering and distress coming, for example, from unsatisfactory working conditions felt to afford reason for complaint, resistance or charge. Claims by union employees or the association under negotiated contract may be appealed because: of an inequitable application, misrepresentation or other violation of terms of the agreement; a misapplication of a rule of the board; or an unfair or discriminatory act or condition imposed in contradiction to the agreement. The grievance may be by the teacher, or the association against a supervisor, the principal, a central administration; or by the principal or vice principal against a teacher or the association.

There would appear to be a need for formal grievance procedures. If used effectively these can boost morale. It should also be noted that there will be other complaints than those related to terms of the contract. Administration would be well advised to implement separate machinery for dealing with these, and it would seem that the two should be kept separate. All employees should be permitted to file grievances, which can be dropped at any stage without reprisals by management, and administration, parents and pupils should be permitted to file grievances against the teachers, the board and the administrators.

There should be a law of limitations, which could be from 10 to 30 days, after which the grievance becomes a dead issue. Needless to say wherever possible grievances should be aired and cleared at the first or second stage.

In carrying out grievance procedure instigated by a teacher or administrator, the investigation should be carried on in out of school hours, except at discretion of the Board. Witnesses may be brought in by both sides and the teacher and board may have association representatives. The Board should not be responsible for costs of these with grievances. Should it go to arbitration,

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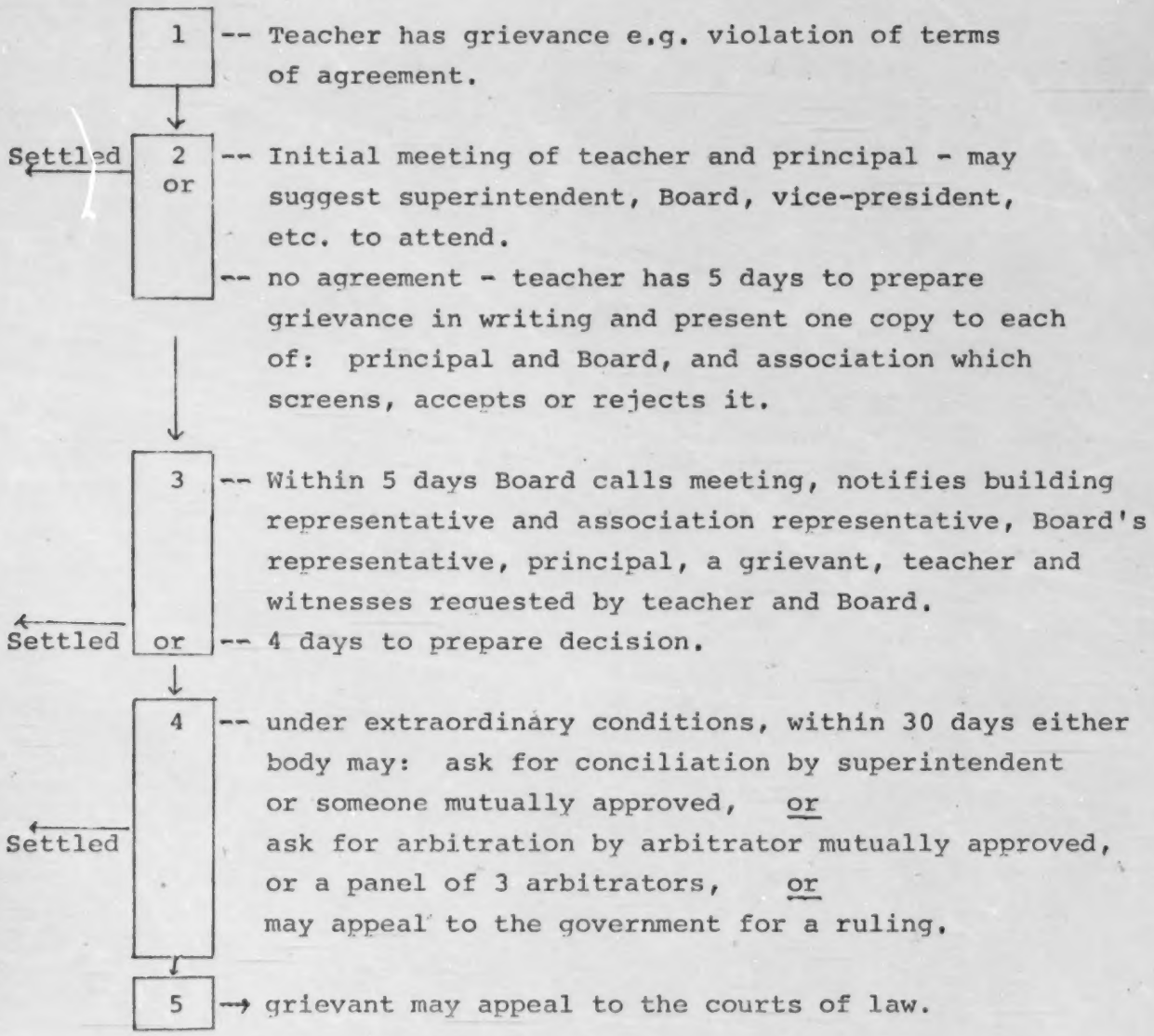
the teacher and Board may have association representatives. The Board should not be responsible for costs of these with grievances. Should it go to arbitration, the costs should be shared.

A possible grievance procedure is as follows:


1
-- Teacher has grievance e.g. violation of terms of agreement.
Settled
2
or
-- Initial meeting of teacher and principal - may suggest superintendent, Board, vice-president, etc. to attend.
-- no agreement - teacher has 5 days to prepare grievance in writing and present one copy to each of: principal and Board, and association which screens, accepts or rejects it.
3
-- Within 5 days Board calls meeting, notifies building representative and association representative, Board's representative, principal, a grievant, teacher and witnesses requested by teacher and Board.
Settled
or
-- 4 days to prepare decision.
4
-- under extraordinary conditions, within 30 days either body may: ask for conciliation by superintendent or someone mutually approved, or
ask for arbitration by arbitrator mutually approved, or a panel of 3 arbitrators, or
may appeal to the government for a ruling.
Settled
5
→ grievant may appeal to the courts of law.

The above scheme does not make use of the superintendent, except: where the superintendent represents the Board, or where in step 3, as shown, the superintendent instead of Principal

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would be notified, or where the Superintendent is called in as conciliator in 4. What is needed is prompt orderly action.

Perhaps a word of caution is in order. Associations have been known to use grievance procedures to gain ends they could not obtain by negotiations. The answer seems to be for Boards to avoid generalties and philosophical statements in the agreement, and to limit grievance procedures exclusively to the contract. By adopting such an approach it is expected that there will be comparatively few grievances. The important thing is to make available the opportunity to appeal and be heard.

Grievance procedures as noted are cheaper than an appeal to the courts. One weakness is that where arbitration is used, the arbitrator selected is usually a member of the community, not too different from the contending parties, and usually not practiced in weighing evidence and giving an impartial decision. However, appeal to the courts is still open. For complaints other than those related to negotiations, the superintendent could be the arbitrator, with appeal to the Department as a last resort.

Boards should aim to keep negotiation grievances and appeals to a minimum. Since grievances can be by a teacher against the supervisor or principal, a teacher association against a principal, a teacher or association unit against central administration, a principal against a teacher, group of teachers or their association, and since some may be related to the contract and others not, provision should be made to meet all exigencies. Decisions on grievances should be kept so that sufficient decisions will accumulate to provide precedents.

As a preventive measure to reduce the need for appeal procedures not related to the contract, several expedients may be adopted. A committee of principals could meet to interact

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considering the contract, temper of the times, physical conditions of work, heating, lighting, ventilation, safety, adequacy of facilities, supplies and equipment.

In addition they could consider morale, teaching program, assignment, transfer and allocation of teachers and program. Each school could have an administration---teachers' committees to discuss anything outside the agreement and to make recommendations to the Board. Other standing committees could consider, curriculum or subject matter, audio-visual use, co-curricular activities, etc. It is assumed that the Board would have an innovation program. The important thing is that teachers have a recourse to appeal conditions they feel should be changed, with the knowledge that they will be listened to, a decision taken, and where feasible and desirable, something done about it.

In response to a contract grievance, the principal should take time to decide, give reasons, but avoid unnecessary written explanations. He should be consistent, impartial, take a long range view and keep a record of what transpires. He should keep in mind that plant administration rates high in reasons for work stoppages, second only to general wage changes.

As a matter of interest, figures for 5 recent years in the United States found that wages, wage adjustments and supplementary benefits were given as reasons for 72% of work stoppages, followed by union organization and security, 16%, and plant administration and hours of work, 12%.

SUMMARY

Employees expect both economic benefits and job satisfaction from their work. Salary received and fringe benefits are related to the level of living attained or aimed at the status held in the community, and the feeling of security. Job satisfaction normally comes from a variety of sources, a feeling of getting somewhere, recognition from being consulted, of having some share in determining the process, and of pride in the product and such.

Both job satisfaction and adequate remuneration are desirable, but too few workers find both to their satisfaction. Combining the two and hoping to achieve a satisfactory solution through negotiations appears unlikely, self-defeating, and not to be recommended. The position adopted here is that they can best be treated separately with collective bargaining limited to salary determination, specified fringe benefits, and some physical working conditions. Provision should be made for dealing with job satisfaction matters.

Lack of job satisfaction is ordinarily at the root of much discontent and can erupt in strikes and rebellious action under cover of wage negotiations. Because teacher frustrations, unsatisfactory working conditions, feeling of being locked into a system and other constraints are the real cause of much unrest in education, it would seem that the solution must be found through providing machinery for effecting changes in interpersonal relations, curricula generation and administration, and appeal procedures, but all within the limits prescribed for conducting the schools and aimed at reaching accepted education goals.

Salary negotiations can affect the scope, depth and quality of the educational program offered. One may well ask whether the education offering has been damaged or improved in the short

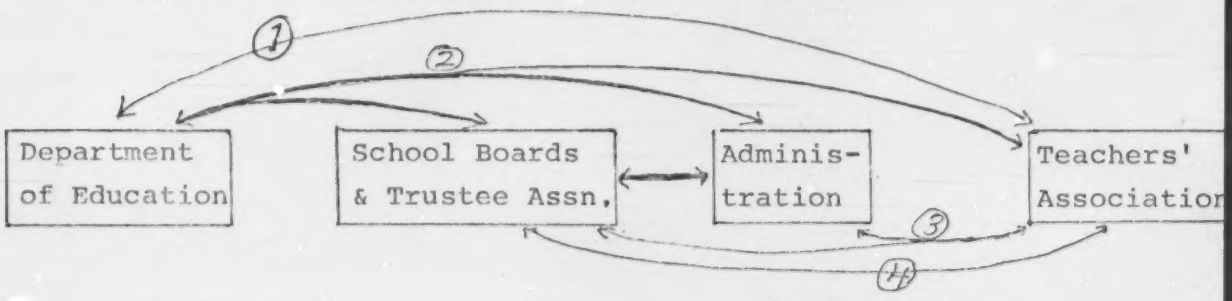
and long runs as a result of negotiations. This is most difficult to answer in these turbulent times. Perhaps we should limit our comments to questions of how it can be made to work, not only tacitly but actually to benefit, or at least not harm the education offering since some three-quarters of the population accept or approve of negotiating contracts. Perhaps a quarter favour the right to strike and approve of lock-outs where agreement is not reached and strike action seems inevitable. In attempts to reach a settlement, use may be made of conciliation which is essentially an extension of negotiations (this may be binding by agreement); or arbitration, an adjudicating function which normally arrives at a binding settlement.

Collective bargaining legislation is necessary as is provision for the settlement of grievances coming out of the contract, this without work stoppage. Mutually accepted rules and procedures for negotiations should be agreed on as should the scope of negotiations. The delimiting of what is negotiable is a most crucial step for Boards. There would seem to be a difference of opinion as to management rights. The teachers' association assumes that teachers are professionals who need self-governance in the conduct of their duties. The boards accept that the provincial and school board governments, representing the community should determine and manage the education enterprise. Ideally either body would, if in charge, provide the same service, but actually the differences could be wide, as teachers are more sophisticated in education theory, boards have more practical business expertise, and there are many other factors operating to influence the decisions taken. Can a compromise be worked out to make use of the possible contributions of both parties? Business has found labour-management committees to be decided assets, where acceptable, and suggestion programs have paid off. Boards should take advantage of the expertise of teachers and association members, but provide for monitoring of the program.

Since not only the effects and side effects but the direct

costs of negotiations, which may range from a few thousand to 25 or more thousand dollars, are rising rapidly, boards should seek for means of curtailing such expenditures. Where Cost of Living Allowance clauses are built-in, it would seem that negotiations every two years could be adequate, and even then, sometimes these could be readily dispatched. It is true that teachers are feeling the pinch from decreased buying power, and are aware that salaries of certain labour groups are rising rapidly; while school boards find monies from taxation and grants shrinking, and more hard to come by, a situation likely to worsen unless for some reason the economic situation improves. Parents watching their taxes rise can hardly be blamed for demanding greater accountability, for being critical of today's schools, for considering current criticisms and reports of pressure tactics used to gain advantage in negotiations.

Negotiations can occur at three or more levels and with various sized groups, or combinations of groups, as illustrated below showing the Department, Boards or their association, administration, and teachers and their association.



Herein it is being suggested that negotiations be limited to salaries and specified fringe benefits, particularly when conducted on a divisional or provincial basis.

Rising costs and demands for evaluation have suggested to some boards that the present salary grid is a questionable way of paying teachers and providing incentives to greater effort. Some alternative methods could include the following:

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Recognizing the many weaknesses of adopting a single salary schedule with some eight to twelve increments for experience and three to eight steps according to qualifications for elementary-secondary teachers, one alternative seems to be the merit system as used in the public service. The need for sophistication in variable pay plans often acts as a deterrent to their adoption. For them to operate satisfactorily there is need for a model which provides for:

1. a central personnel agency exhibiting competence, leadership, acceptance and adequate expertise;

2. an accepted classification scheme for all positions based on duties, functions and responsibilities to be used for selection, allocation and compensation;

3. an equitable salary plan adequate to recruit and retain competent people, one which provides incentives for superior performance, with a built-in method of adjusting the grid to the economic situation;

4. a sound program of competitive oral or written examinations and interviews to be used in the employment of personnel in all school districts;

5. a probationary system closely related to the supervisory program;

6. provision for adequate career development and job mobility providing for adequate job instruction, inservice training in addition to supervisory and administrative training and executive developments;

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7. uniform regulations covering leaves of absence, vacations and fringe benefits;

8. well defined procedures covering discipline and separation from teaching designed to protect the public and employees;

9. an adequate retirement system and other fringe benefits;

10. adequate communication, with provision for ratepayers, civic groups and parents to bring violations of program or other grievances to notice for correction.

Or, looking at employment methods in business and the public service one might consider:

1. Do a job analysis of what is needed, set a salary schedule and open bidding to all qualified teachers. Annual increments, possibly 4, could be built in where the work is satisfactory. This would be similar to business practice.

2. Set up a hierarchy of positions as in the Public Service with qualifications and a job description spelled out. Provide for 4 increments when approved by merit rating.

3. Provide for contracting teaching tasks, e.g., a Grade III class of 25 or 30 pupils with accomplishment goals and outside evaluation.

4. Pay for so many hours teaching, supervising, correcting work, preparing lessons. Performance contracting.

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Related matters could concern number of payments, deductions, etc., and payments for substitutes, aides, and non-teaching personnel whether librarian, cook, custodians, bus drivers, etc.

It was further suggested that efforts be directed toward obtaining a team effort in operating the school. The Board would decide what will be done; the administration will determine how to organize to get it done, and the teachers will decide how to do it and get it done. In football vernacular the Department is the Commission, the Board is the Head Office, the Superintendent and Principal are Trainer and Coach, the Teachers are the Quarterbacks and the Students the Players. The opponents are ignorance, sloth, red tape, etc.

Although the Board's chief responsibilities are to the pupils and ratepayers and the government, despite negotiation procedures they still have some responsibilities for teacher welfare. True the teachers have gained "professional rights" as determined by the association, which has some conflict of interests in that it has both professional interest in education and interest of the association. They gained job protection, tenure plus civil rights and constitutional rights, some fringe benefits, and some gained increased clerical and other assistance. For this they have paid annual dues, conformed in opinion, have a somewhat tarnished image mixed with mistrust and suspicion because of strikes, no increase in job satisfaction or morale, and in some cases have become separated and alienated from management. Their credibility has been lowered because of the contradiction between pupil interest and harassment tactics. Because good teachers with

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job satisfaction are vital to education, boards must be interested in the teacher's welfare. They should therefore aim to promote team spirit of the administration and teaching staffs. By restricting negotiations to salaries and fringe benefits more time can be directed to other important matters.

There are many good reasons for limiting negotiations to salaries and fringe benefits, which are necessary and desirable, but only needed so that those concerned can get on with the education process. Size of class, pupil teacher ratio, in-service education, use of audio-visual materials and dozens of other matters related to the organization of the school for instruction, to methods of instruction, curricular materials, evaluation procedures and such, and should be a local matter within prescribed limits set by departmental regulations. It is doubtful if in most cases those who negotiate salaries are the people who should decide education matters. Associations normally employ different experts for each of these. Again such items as in-service training, if lumped with salaries and related benefits, will probably receive short shift and be treated summarily. Furthermore the way in which in-service programs should be conducted in a district is in part contingent on conditions in the district and the personnel complement.

Boards and their associations should therefore prepare for negotiations. In the preamble to the agreement they propose, they should clearly state their responsibilities, and what matters are open to negotiations, what ones are not negotiable, and any that are optional where modifications, tradeoffs and conditions could be accepted. They could well oppose pressure tactics which can disrupt schools, confuse

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students, interfere with the administrative functions of the school, and hurt the image of teachers as professionals. Boards should call on their administrators to help develop their bargaining position and help reconcile differences with teachers on educational and operational issues. They can well go so far as to prepare both proposals and counterproposals. Should conditions get rough they can prepare for strike action and consider ways of keeping the schools open whether using teacher substitutes, programmed instruction, audio-visual programs on television, film, audio-visual cassettes, etc. In this they can provide custodial care, and an opportunity to learn. Lest it be thought that teachers alone cause disruptions in schooling, it must be noted that custodial personnel, bus drivers, engineers and others can and do grind the wheels to a halt.

APPENDIX A

ACCOUNTABILITY

Teacher Evaluation, Merit Rating, and Differentiated Stafring

Teachers have always been evaluated, by the students, parents, the public, administration and board members, and on the basis of such evaluation have been hired, promoted and released. The question is whether this should be formalized, and whether this is a legitimate part of the negotiations package, a contentious issue.

Evaluation may be conducted, among other things: to allocate staff to new or vacant positions; to transfer teachers; to identify teachers for promotion; to give teachers permanent status; to dismiss teachers for cause, or, to place them on probation; to improve performance; and to determine pay. Unfortunately, while many attempts have been made to produce instruments to make evaluation fair, comprehensive, objective, reliable and valid, this has proved to be impossible to date, so that evaluation cannot be reduced to a fixed, formal routine procedure satisfactorily. Anyone electing to introduce a formal evaluation program must expect to face criticism and opposition. Under the circumstances, clear lines of authority for evaluation should be established. Good records and adequate forms are necessary. Assessments should be representative of total behavior. Teachers should have the right to respond to evaluation reports. By mutual agreement, the use of tape recorders, audio-visual recorders, role playing and the intervisitation of teachers may be introduced.

Teacher evaluation is clearly a management prerogative, not a fringe benefit, a physical working condition, or a term or condition of employment. Its main objective is to produce better results, or reach goals. It must justify the time, paper-

work and other costs and should not lower morale. Training workshops may be used to provide for familiarity with the instruments, inter-personal relationships, and good public relations.

The function of the board in this, is to accept a sound plan by administration, or persuade the administrators to come up with one. It should conduct periodic reviews to evaluate the results of the plan, keeping fully informed about what is going on, and to make suggestions for future operations of the plan. The board, however, should not interfere with the operation of the plan, its implementation and conduct. Going beyond one's depth can result in drowning.

Merit Rating

This has been a contentious issue over many years. Merit rating schemes are introduced because in all walks of life, there are round pegs in square holes and vice versa, below average, average and superior workers. It is recognized that teachers in adjacent rooms, with similar jobs and paid the same, may not be equally good; that teachers in adjacent rooms doing the same work may be paid widely different salaries; and that teachers generally have no monetary incentive for exceptional efforts. Many contend therefore that there should be merit rating to produce cost effective education and reward exemplary teachers. They brush criticism aside suggesting that someone must and does rate teachers, so it might as well be done as systematically as possible. They suggest that it is inconceivable to imagine running a professional football team without assessing each player and moving, trading, or replacing them when expedient. Then why not teachers?

For certain, administration should weigh the affects of merit rating on the teacher, the pupil, the school and the community and great care should be taken before introducing and operating any plan. Some benefits to be derived from it can

result from efforts to produce improvement which is rewarded and the introduction of differentiated staffing with probationer, classroom teacher, merit teacher and master teacher, or some other classification which could cover some 10 years. The above scheme would require rating for all entrants after 1 year, rating at the end of 4 years, 7 years and 10 years, at least, and at such other times as deemed convenient or necessary or when requested.

Ratings may be made by one or several persons; by principals, supervisors, peers, students, or some combination of these. Another possibility is that assessment for reclassification and merit pay could be undertaken by a control personnel agency or professionals who would devise a classification plan setting out duties, functions and responsibilities. It is possible that this could be made the responsibility of the Canadian College of Teachers, or, a body set up by the Department, inclusive of Associations of Teachers and Trustees.

Traditionally, merit rating has had limited success for a variety of reasons such as poor, inexperienced biased evaluators; lack of clearly stated goals and job priorities; poor job descriptions; too simple instruments; emphasis on action rather than results; and bad affects on morale. Too infrequent observations, lack of participatory planning, and discouraging appeal procedures have not helped. Effective rating is time consuming and expensive. A principal could well spend up to a quarter or more of his time in a combination rating-consultations capacity aimed at assessing teachers and helping them overcome identified weaknesses.

Differentiated Staffing and Negotiations

Differentiated staffing is one attempt to change the structure of the teaching profession from a two-tier teacher-administration one by reforming the teaching component into teaching aides,

probationary teachers, class teachers, head or master teachers, with the administrative hierarchy topping this. The career ladder recommended normally provides for a minimum of three instructional levels. It assumes that just as the day of the general practitioner or family doctor has passed, teaching should provide for specialization and competence levels. It is expected that this will serve to attract promising young teachers and hold good teachers by making it pay to stay, breaking the lock-step, catering to individual differences through team teaching and providing flexibility in organization and scheduling.

Problems met in introducing differentiated staffing and team teaching are found from: the hold of traditional schooling, and fear of change; difficulty of planning the new program, the traditional pattern being easy to administer; new working relationships have to be devised which necessitates a major change for some. Resistance may come from the community and parents and from some youth, as well as conventionally oriented teachers. It is perhaps easier to introduce when staffing a new school.

The introduction of differentiated staffing, team teaching and use of the newer media is a management decision although recommended actions for them could come from teachers; and teachers should be consulted before adopting them, and prepared for the changes resulting. The introduction of innovative practices is non-negotiable, and it should be optional and a local matter. Unfortunately, boards may find such changes in conflict with concessions made through negotiations. As it introduces a more complex salary schedule this will affect negotiations. It also introduces more levels of authority, as found in the public service and in the private sector. It provides for more teacher consultation, but not for more teacher takeover, in fact the individual teacher instead of operating independently becomes a member of a team.

The changes mentioned could be related to use of the systems approach or to management by objectives. All are intended to be more cost beneficial, among other things relating pay more closely to ability, responsibility and accomplishment.

Because introduction of modern management will be somewhat revolutionary, affecting the process greatly and hopefully improving the output, it may well be that the introduction should not be system wide but begin with one secondary school as a pilot project selecting staff and students who wish to participate, and expanding coverage as the situation warrants.

APPENDIX B

STATUS AND CHARACTERISTICS OF TEACHERS

During the first decades of this century, as an unorganized group, teachers were weak in bargaining for salary increases. They had no control over the numbers entering teaching, no say in certification, no power to discipline members of their ranks, and were not in a strong position to bargain collectively at the local level. There was but one main employer for education service in each community.

The situation has changed considerably and is changing. Each province now has a teachers' association, two have several, and most associations have representation on advisory committees concerned with teacher classification, preparation, grant structures, etc. Except where members of the Education Divisions have become involved for the Government in salary negotiations, the teachers' association generally assists in bargaining at the divisional or local levels against many competing employers. Teachers' associations seem to favour divisional bargaining to local, and some consider provincial bargaining best. It is recognized that where negotiations are between large groups, the unions and management must become strong to survive.

Among education personnel the bulk are teachers, the rest administrators, librarians, psychologists, clerical, skilled and semi-skilled workers, custodians, bus drivers, etc. Agreements with teachers may directly or indirectly cover administrators and paraprofessionals. The staff workers will bargain as individuals or groups depending on whether or not they are unionized, and salaries and wages will be settled by union agreements, or agreement between the board and the individual. Thus, before considering salary negotiations it was felt that the background should be outlined, covering

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something of the uniqueness of education and some of the characteristics of those involved.

As elected representatives of the ratepayers concerned with the wants and needs of society and the students, board members often bring with them a wide variety of expertise and practical common sense, but may lack a sound knowledge of both the old and newer practices in education, of instructional technology and of the cost beneficial use of the newer media, of strengths and weaknesses of various methods of evaluation, team teaching, and other practices. They may also find themselves handicapped when negotiating with organized teachers supported by their association representatives, who have made themselves experts in the area of bargaining.

Typically school boards are made up of unpaid, part-time volunteers who assume trustee roles out of a sense of duty and a desire to serve the interests of children and their public who elect them.

Board members are usually not educators, although they spent years in school, know teachers and students, and learn something about education from the mass media. They are businessmen, farmers, housewives, parents of students, one-time teachers, political aspirants, or have other expertise and background. Between the boards and teachers are superintendents, principals, vice-principals, and supervisors. But these may be bypassed where teachers negotiate directly with the boards.

Trustees as representatives of taxpayers are concerned with accountability and with operating the schools cost-effectively. At the same time, they are generally concerned with providing quality education, and are willing to pay for it. Also, they hope to maintain good public relations and operate

a tight ship. Many of them therefore, do not make hard-nosed negotiators. However, apart from a willingness to give up free time for the good of education, there are as many individual differences observable among trustees as found in most walks of life. As with teachers, some use membership as a step towards politics or other occupation, while others volunteer their service only after retiring from a work career. Boards should select their negotiators because of their objectivity, fairness, and ability to negotiate in the interests of the board.

Teachers as with board members, similarly range widely in personality, interest, aptitudes, professional and academic qualifications. To date, research has not identified the one best teacher type, which is probably as well since it would likely favour a presentation-absorption-assignment-testing or other teaching procedure, a method most educators would not approve at this time. Research does however, list desirable characteristics, those less desirable, indifferent or not desirable. This would suggest that the allocation of teachers is important, and should be done professionally.

Since in the long run salaries and status should be adequate to attract competent, well adjusted, erudite students to teaching and hold them, median age of teachers should provide some clue as to success in this. The median age of teachers is about 31 years and 11 months, with the median for females falling in the 20-24 age group and males in the 25-29 group. About 21% are 24 or younger, 12% fall between 50 and 60, and 5% are 60 or more.

Turning to experience, we find the elementary teachers median to be 8.2 years, and the median secondary teachers 6.2 years. Since the median number of years to reach the maximum salary is in the 8 to 10 year bracket, it would appear that many teachers leave teaching before they reach their maximum

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(range is from 8 to 14 increments). The median age also suggests that, considering the normal entrance age with a degree to be 22 or 23, most teachers leave the profession long before they reach the age of retirement. Also, secondary school teachers are less likely to remain in teaching than those in primary school. This would indicate that while many women leave teaching to get married and do not return, still more men leave teaching to enter other professions, using teaching as a stepping stone. Perhaps the best argument for teacher exodus is that the younger teachers relate best with the growing children and therefore the teaching corps should essentially be young. This has not been proven true. As a guess, all children should come in contact with teachers of all ages and of both sexes.

Looking at teaching level we find that 2/3 of elementary teachers are without university degrees and 1/4 of secondary teachers do not possess degrees. These figures are based on available data for 8 provinces; with Québec and Ontario, which employ about 2/3 of all Canadian Teachers omitted from the table which follows:

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ACADEMIC QUALIFICATIONS OF ELEMENTARY AND SECONDARY TEACHERS

	Elementary			Secondary		
	Masters	Bachelors	No Degree	Masters	Bachelors	No Degree
Newfoundland	1.3	20.0	78.7	5.8	57.1	37.1
Prince Edward Island	0.7	13.0	86.3	6.1	57.2	36.7
Nova Scotia	2.7	26.2	71.1	12.7	57.5	29.8
New Brunswick	0.9	22.4	76.7	7.1	58.3	34.6
Manitoba	1.7	23.2	75.1	7.3	67.0	25.7
Saskatchewan	0.9	21.8	77.3	5.7	68.4	25.9
Alberta	2.6	42.9	54.5	9.9	70.6	19.5
British Columbia	2.5	35.9	61.6	11-6	69.8	18.6
Total	2.0	30.0	68.0	9.4	66.4	24.2
Male	5.1	53.2	41.7	10.8	69.8	19.4
Female	0.9	22.1	77.0	6.9	60.1	33.0

A word about status of the teaching profession, since this affects recruitment, holding power and salary level. Typically, half a dozen factors combine to establish the prestige ranking of any occupation. These include: the importance of the task; the authority and responsibility inherent in the job; the knowledge required; the brain power demanded; dignity of the job; the name given to it; and the financial awards. These are used by sociologists and others for determining social strata, and generally coincide with the status awarded by society.

In one 7-step classification grade school teachers were rated 4 along with bank clerks, factory foremen, office secretaries, dental technicians, staff sergeants, etc. High school teachers rated 5 along with bank cashiers, junior executives, ministers, etc. In another study, grade school teachers were also classed with bank cashiers, carpenters, prestige store clerks, railroad engineers, factory salesmen, insurance salesmen, chain store managers. High school teachers were grouped with department store buyers, copywriters, office supervisors, etc. College professors were rated 6 and university presidents reached a 7. Likewise the United States army general classification test placed teachers above lumberjacks, barbers, general bookkeeper etc., but below writers, medical students, mechanical engineers and accountants.

Today, such classifications are not as well accepted or as precise as they were yesterday. The situation is changing because of the union influence, the revolt of many society members against fixed customs, wearing apparel and style, customs and manners, permissiveness and individualism. Nevertheless, status and compensation received are important considerations in negotiations. The teacher image is a factor.

The teachers' associations or unions were established primarily to look after their member teachers' remuneration

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and welfare, and to be concerned with professional status and the good of education. They strive for security and tenure, protection from arbitrary action for the teachers, and promotion based on objective assessment. Normally, they want breaches of professional conduct to be spelled out, and disciplinary measures to be limited to competent bodies who will apply sanctions and penalties.

As unions, they survive on fees and are concerned with the numbers of members, the fee scale and the check off. They may aspire to control of the teaching profession, its governance, self-regulation, autonomy, control over certification and the evaluation of teaching, somewhat similar to that found in the medical profession. Some would regulate conditions under which professional service will be rendered, the curriculum offered, class size, pupil discipline, class load, hours of employment, the assignment and the transfer of teachers. To accomplish this, their concern can extend to education policy and to the goals of education.

This goes far beyond the situation today, where teachers are mainly concerned about their pay relative to others, whether teachers or other classes of workers, and seem to find school management too slow in correcting inequities and improving conditions of work which they think are needed. Many still feel their status places them as second class citizens and, as with many others, they feel that their level of living is slipping.

With the economic situation today fluid, the associations realize that those working in occupations with little group strength, will lose out in a situation where the competition increasingly is between larger groups. Union strength and solidarity appears important. In industry, the union could become all powerful. Teachers are more likely to be independent, in fact be torn between unquestioned support of their association and individualism, between job satisfaction and

Is conflict inevitable between teachers and administration, between teachers' associations and employers? Certainly, many teachers have complained for long about being locked into the system. They feel in conflict with anything or anyone that limits, controls or curtails their freedom to act, or which imposes patterns of method or content on them. At the same time, they have appreciated help from administrators and their Board in times of trouble. A somewhat similar feeling of ambivalence is often found in teachers' attitudes toward their association.

As professional educators, teachers should have a voice in determining policy regarding operational goals and curricula along with the principal, superintendent, board member and students. Teachers who wish to implement innovative practices need a path leading to their approval and funding. Teachers should be accountable in this; provide for evaluation and be prepared to justify what they want to try. Where the board has not made provision for teacher consultation and participation, teachers are likely to see principals, superintendents, boards and the Department as exerting restrictive, regulatory power over them and look to the bargaining table as the place to air grievances. This can not be recommended, in part because those meeting to negotiate salaries are seldom the best people to resolve problems related to methology, subject matter and such. There should be other provision for resolving such difficulties.

The question is often raised as to whether or not teachers should be allowed to go on strike. The arguments for striking usually relate to the right to strike, to the fact that most union workers, public servants, and some professionals are using the strike weapon and need it, and that it is the best way to clear the air. Arguments against teachers striking are concerned with the good of the pupil, the affects of his missing school, and the affects on school professional behavior and social climate. It might be added that most teachers are

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psychologically not prepared for collective bargaining, as there is little dickering and horse trading in this country. Teachers may take exorbitant demands too seriously, feel let down when they are not accepted, and there may be tensions in the community.

Many trustees too are ill prepared to conduct negotiations. Most are parents, more interested in quality education than in saving money. They are influenced, as they should be, by the ratepayers who elected them. The public attitude to strikes ranges from sympathy or empathy to opposition and even disgust. The media may reflect public opinion, but is likely to take sides and influence it.

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TOWARD AN HOURLY PAY RATE FOR TEACHERS

A Proposal

for Study by the

CANADIAN SCHOOL TRUSTEES' ASSOCIATION

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by

Roy J. O'Neil

Vancouver, British Columbia

July 21, 1976

When Mr. Witney asked me to prepare the outline of this presentation, he asked me to try to keep it within a page or two.

If you read the proposal you found what I believe to be the ten major problems with respect to teacher pay which we face in negotiating public policy with private organizations in these matters.

Those problems were identified as these:

(1) unionization itself

(2) regression of teaching performance toward the mean

(3) perceived incongruence with cost-benefit theories

(4) escalation of actual costs

(5) teacher productivity and comparability with other productive work

(6) compulsory acceptance of services

(7) lessening accountabilities

(8) diminished "hands-on" time for teachers

(9) increasing demands for leaves and vacations

(10) repeated reimbursement for the same training

At the same time, and in conjunction with those problems, Mr. Witney posed these further questions as being central to our deliberations here:

(1) Are we to view teachers as professionals under the umbrella of a professional association, or technicians under the umbrella of a trade union?

(2) To pay fairly, and commensurate with responsibilities, to what other profession do we relate teachers: medicine, engineers, social workers, accountants or something entirely their own?

(3) Should there be such things as traditional grids, with the inherent problems of increments, professional leave, classification?

(4) Should they be allowed to strike, and if not what other area of pressure do they have when faced with an unfair employer?

(5) How should their professionality be defined, in broad terms?

(6) If technicians, to what other trade do we relate them: lab and X-ray technicians, nurses, policemen and firemen, or do we treat them as a separate trade all unto their own?

(7) If a union is to be involved, are we committed to grids, increments, etc.?

(8) If a union is involved, should it have the accustomed right to strike, or withdraw services?

(9) If a union is involved how should we bargain: provincially, regionally or locally?

(10) Is money alone the only way to provide adequate compensation?

Certainly, it would be presumptious of me, to an inexcusable extent, to forget that each of you already has acquired, or is fast acquiring expertise in these areas.

I hope that I can be regarded as your peer, rather than your lecturer.

With that in mind, I hope that we can continue this examination of our problems on a sharing basis. But the first step in any intelligent approach to problem-solving, as you well know, is identification of the problem.

The various statements of the problem - or problems - which we have just given, then, should contain the crux of the matter with which we're dealing.

Obviously we must examine them fully and carefully. Then, to approach a solution - any solution, including the hourly pay rate plan - we must try to arrive at acceptable definitions and delineations of the problem or problems.

Your own familiarity with many of these matters, hopefully, will make unnecessary extensive study of each of them. There are others, however, to which I believe we should devote more than a passing attention.

In many cases, I'm sure you recognize, both Mr. Witney's list and mine coincide. Further, the answers to some questions seem clearly to me to provide answers to subsequent questions.

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I attach no importance to the order with which we consider these matters. That judgment is premature at this point. Hopefully, our study will provide the priorities which exist among them.

First, I suggest, we should consider the problem of unionization itself.

This, of course, is an all-embracing aspect of the total problem. In considering its definition we will find, I believe, answers to a number of our related questions.

This is the matter first identified by both Mr. Witney and myself. In itself this says something for its priority.

Mr. Witney posed the concern this way: "A major area of principle, I would suggest, is whether or not we are to view teachers as professionals under the umbrella of a professional association, or technicians under the umbrella of a trade union. And questions arising might be as follows:

"To pay fairly, and commensurate with responsibilities, to what other profession do we relate teachers: medicine, engineers, social workers, accountants or something entirely their own?"

More than ten years of experience in this field have made it clear beyond all doubt to me that Mr. Shakespeare's observation about names and entities is valid: A union, by any other name, is still a union.

Call it an association, a federation, a brotherhood, or a Marching and Chowder Society, it is what it <u>is</u>, not what it is <u>called</u>.

One of my own countrymen put it this way: "If it looks like a duck, and walks like a duck, and sounds like a duck, it's probably a duck."

Call it what you will, it is what it <u>is</u>.

Unionism, or collectivism, in my experience, is the direct opposite of professionalism. They are not one and the same.

We must look at this in more depth to understand

its implications to our purposes here today.

This is perhaps the greatest loss that organized teachers are suffering as a consequence of the bargaining stance they have assumed. This development may be seen in numerous overt conditions and events which are worthy of far greater treatment than may be given here.

An understanding of this loss must proceed, certainly, from an acceptable definition of professionalism. But whatever else may be included in this concept, if it also embraces a transcending commitment to the improvement of mankind through improving the quality of performance in the service it renders, teachers organized for bargaining are removing themselves in wholesale numbers from any true professional standing.

Among other things, professionalism demands that each practitioner dedicate himself to service of others before self and that he accept no inhibition but truth in the full and free exercise of his intellect toward the improvement of the body of knowledge and service of his vocation.

Collectivism does not free the individual to perform in such a manner; it inhibits him. It does not encourage him to expand the depth and scope of his work; rather, it limits him. It does not seek to extend the range of his performance; it tends to regress performance toward the mean.

Professionalism is the antithesis of collectivism. The two are mutually exclusive. They are contradictions in which subscription to one effectively prohibits the full and free exercise of the other. Collectivism and professionalism are polar opposites.

Historically, there have been but three learned professions: theology, medicine, and law. Certainly, in modern times, education has risen in importance and in sophistication to easily comparable levels. It is to such levels of professionalism that the foregoing refers. There are today numerous other occupations, some honored and some not, to which the term "profession" is also applied. Clearly, however, it is the former, not the latter types of professionalism to which career teachers had risen - and from which their organizations are now bringing them back down.

It is a dilemma which is often faced by those who would have the best of both worlds. It is a gnawing concern of many in the hierarchy of the teacher organization itself, who would rectify and reconcile the matter if they could. Failing thus far, however, the organization can only deny or down-play the fact that a real loss has been suffered by the individual teacher.

If we agree thus far, we can probably conclude that it is fruitless to attempt to identify teachers with those in any other occupation, such as engineers, chemists, and so on.

This is the endless game played by employees of all classifications, who compare themselves with any other group which happens to be paid more than they do.

An important part of the problem, I believe, is identified if we conclude that teaching, as with every other profession and occupation - indeed, as is every individual - is unique, and may be compared to another with more error than justice.

Teachers are teachers. Not doctors or lawyers, or ministers, or chemists. As an aside, I should tell you that during hours and hours of argument on this matter across bargaining tables, the most effective suggestion I have found is to compare teachers, if they insist on comparisons, to priests or ministers.

If teachers in fact are all the things they claim to be, and do all the marvelous things they claim to do for selfless dedication to children, they certainly can be well compared to the clergy.

The subject changes rapidly, I have found, at the point when, having said all that, we suggest that pay rates should be comparable with clergy also.

So much for unions and professionalism and comparisons.

The conclusion I offer, then, is brief: Teachers are teachers; unions are unions; and teacher unions are unions of teachers. Simple, but not simplistic, as it may sound.

But that also covers a number of sub-questions which we have raised. If we can accept that conclusion, we have

substantial answers to some of the other questions, such as:

(A) Should there be such things as traditional grids, with the inherent problems of increments, professional leave, classification;

(B) Repeated reimbursement for the same training;

(C) How their professionality must be defined;

(D) To whom they should be compared;

(E) And several other lesser, but still viable questions.

Of all the problems we have identified and the questions we have raised, there is one other which I believe should be encountered here and now, before we proceed further.

It is the severe implication of continuing to treat unionized teachers as something they no longer are - which is individual professions. This is important to the roots of what kinds of proposals are crossing our bargaining tables.

I'm refering to proposals which are made on the basis that teachers still claim to be professionals with what they call "professional rights".

Whereas the traditional set of labor demands had been rather closely restricted to wages and working conditions, the typical set of demands brought forth by teacher organizations has sought to completely unlock the scope of what is negotiable. Central to such demands is the concept of "professional rights".

It is here that the notion of professional expertise on the part of the employees has been introduced into bargaining, by the employees themselves. These same "professional" employees have introduced into bargaining excessive time requirements, as is readily demonstrated by the extent of the list of items they attempt to negotiate, the complete spectrum of the school operations they address, and the inordinate amount of time required to negotiate (much less than to implement) those items. Finally, these professional employees are bringing to the bargaining table the effects of greatly increased financial resources from their local, state, and national organizations, whose budgets and dues have climbed rapidly and have become focused almost exclusively

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on expenditures related to negotiations.

Professional rights as they are viewed by the teacher unions, are the justification used to attempt to legitimize their demands which are slowly transferring control of public education into their private hands. "Teachers are the experts, and they know better than laymen what is good for children."

In my opinion, this is the paramount threat to citizen sovereignty in the entire union movement by public employees.

It lays a foundation - faulty as it is - for subsequent claims which lesson accountabilities; justify excessive leaves, rest periods, preparation time, "professional conferences"; and by-pass any concern for demonstrable productivity.

On the matter of the strike, I would dwell only briefly. It was, and it remains, my judgment that he who can stop and start an operation - public or private - has rather essential control over that operation.

When public employees are given the right to strike, they are given effective control over their public agency. Such a condition is destructive of any democratic form of government.

On the other hand, we are faced with several ugly realities. One of them is the fact that collective bargaining and unionization licenses may be so firmly established by now that any reversal by normal political processes just isn't going to happen.

The same may be true of the so-called "right" to strike.

Short of our full and final capitulation, wherein union bosses assume full and open control of government, and finalize a dramatic change in the form of government, perhaps the "Ontario experiment" shows the way to the only viable alternative.

The Ontario legalization of the strike may have done what, in my opinion, may be the only realistic thing left to do: It permitted self-interests to become unlimited, superceding even the public interest for a considerable time. In doing so, it demonstrated beyond all question

the ultimate destructiveness of the strike - simply by letting it happen.

All of the injustices to the public interest, which are institutionalized in the unionization of public employees, manifested themselves in that strike for all to see.

Only when the large majority of the people finally see and understand, and have enough of it, is there any chance for reversal.

This brings us to the bottom line of the process of problem-solving. I stand fully convinced that the problem is accurately identified, and that solutions remaining available have been narrowed to very small routes. Even those are being closed with the passage of each month - in union halls and legislative assemblies, more than at the bargaining tables.

It is not our purpose here, I believe, to attempt to straighten out everything in one fell swoop of logic and political architecture.

If we can make progress in opening and shoring up just one avenue for improving the position of the public interest, we should take heart.

I invite your serious challenge to the proposal and to all of its concommitant questions.

I N T R O D U C T I O N

The purpose of this paper is to serve as an outline, for advance study, of a proposal to be offered at the July, 1976 meeting sponsored by the Canadian School Trustees' Association in Vancouver, B.C. The elements of the proposal are contained herein. Its exposition is to be developed at the Vancouver conference.

The present proposal is predicated upon the existence of ten major problems with respect to teacher pay which have arisen concurrently with the collective movement among teachers and which are being exacerbated by that movement. The fundamental aspects of those problems are these: (1) unionization itself; (2) regression of teaching performance toward the mean; (3) perceived incongruence with cost-benefit theories; (4) escalation of actual costs; (5) teacher productivity and comparability with other productive work; (6) compulsory acceptance of services; (7) lessening accountabilities; (8) diminished "hands-on" time for teachers; (9) increasing demands for leaves and vacations; and (10) repeated reimbursement for the same training.

The need which exists, then, is to devise a fair and equitable plan for paying teachers which, at the same time, looks forward rather than backward, and which takes into meaningful account as many as possible of the major problems cited above.

To one who has been involved in the depth and breadth of these matters it becomes obvious that any plan which would approach a solution will represent extensive change. Change typically is met with resistance. One of the indispensable marks of any good theory is that it is acceptable of change as its pursuit brings forth new knowledge as input.

Another mark is that it be realistic-concrete, rather than abstract-workable, given the real conditions in which it must operate. In this case the substance of those real conditions is the negotiating environment. In the judgement of the writer, the concept of a differentiated hourly pay schedule for teachers meets the requirements of those challenges.

THE CONCEPT

The paid time which a teacher spends may be separated into three distinct classifications: (1) teaching; (2) quasi-instruction or supervision; and (3) preparation. While each of these may be important to varying degrees in varying situations, it is axiomatic that teaching occupies the highest priority. It is the premium task of teacher. The other tasks occupy lower priorities which may vary in accordance with numerous variables. Indeed, many of the other tasks can be, and often are, performed by non-teaching personnel.

Another way of defining the same classifications of time/tasks would be: (1) direct instruction; (2) pupil contact; and (3) non-pupil contact.

This plan postulates that pupil contact time has twice the value to the pupil (and to the public employer) as non-pupil contact time. It is further postulated that time spent in regular classroom instruction has at least twice the value as time spent, as for example, supervisory study hall or in counseling a single student. If those assumptions can be reasonably documented and defended (as the writer believes possible) the advocacy of a differentiated hourly pay rate becomes logically powerful.

The urgency of moving in this direction already has been amply underscored by bargaining efforts of unions directed at providing more time for the tasks of lower priorities and less time for teaching. This trend holds much of the hidden but real reason for the accelerating costs of teaching services. For the same reason, herein lies great potential for paring costs through the process of bargaining.

More importantly, the same approach contains the potential for reversing that trend to the advantage of both teacher and learner. If a given teacher is as good as his union has led us to believe, his time in the classroom is worth at least four times to the pupil more than his time spent in "preparation" or in union meetings or coffee breaks. It is worth at least twice as much as his time spent chaperoning the junior prom. Or monitoring a study hall or passageway.

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Further definition of each time classification surely is necessary. This is provided to some extent in the illustration on the next page. Moreover, this element certainly would be destined to become a bargaining matter. As such, it permits some flexibility, which is prerequisite to bargaining. Not inconsequential, at the same time, is the fact that the burden of bargaining - in broadening the higher classifications and narrowing the lower pay classifications - shall have shifted from employer to employee.

An integral part of the differentiated hourly pay plan would permit partial determination by the teacher himself of the amount of time he would be obligated to spend each day in each time classification. For example, the teacher would be asked to specify the number of classes he would prefer for the ensuing year on a daily basis, the number of study halls, preparation periods, visitation days, etc. Thus, he would be accepting a given number of hours per day at teaching pay and another number of hours at one-half or one-fourth that amount. This observer is of the opinion that, under such circumstances, teacher interest in more preparation or "free" periods is apt to witness a significant decline.

At the same time, it is anticipated that pressures for a continually shorter work day would be relieved to a large degree.

In response to the ten problems identified on page nine, it is posited that this plan admittedly offers little, if any, relief in the matters of cost-benefit and compulsory service usage. It is, however, maintained that the plan does contain substantial solutions to the other problems identified in that it:

1. Is not without potential appeal to unions, in that it reduces union problems with membership when negotiating differential salaries, as to coaching, seniority, etc.;
2. Encourages more work for more pay, and relates one directly to the other;
3. Introduces subtle elements of competition, which bears important relationships to productivity;
4. Contains incentives for better productivity and performance;

5. Has potential for substantial cost savings;
6. Makes teaching wages more visibly and accurately comparable to earnings of others;
7. Increases the proportion of teaching time in work which is covered by formal evaluations;
8. Discourages constant demand for more released time, preparation time, union business time, etc.;
9. Tends to reduce demands for leaves of absence;
10. Removes double premiums for additional training;
11. Creates new ways for management to separate the communities of interest between teachers and administrators when their salaries are commonly based;
12. Turns around the tendency away from an eight-hour day;
13. Permits of bargaining flexibilities.

T H E S T R U C T U R E

The model of a structure to contain the concept of a differentiated hourly pay plan which appears below is taken from this writer's book "Counterproposals for School Boards in Teacher Negotiations", which also is the genesis of the plan. It was first published in 1972, which accounts for the fact that the suggested dollar amounts shown for each classification may be somewhat behind today's expectations. The dollar amounts are not proposed; rather, they are shown to emphasize the distinction between classifications as being proportional to each other, which is an important principle advanced herein, and which <u>is</u> proposed.

Nor are the listings of activities within each classification presumed to be complete. Given the bargaining context, an attempt at a full listing would be futile, in all probability. The aim, for our purposes here, is to illustrate the nature of the structure which is being proposed.

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Professional Task	Time Classification	Description of Tasks	Hourly Rate
Teaching	I	*Teaching* regular classes or formally organized and officially approved instructional activities	$10.00
Pupil Control	II	*Extra-classroom supervision:* study hall, home room, individual pupil conferences or tutoring, chaperoning or sponsoring pupil-led activities	$ 5.00
Preparation	III	*Non-Instructional responsibilities:* Unassigned but on duty subject to assignment, preparation for teaching, attending meetings, relief periods, school and community communications. All other duties.	$ 2.50

In conclusion, it should be noted that this paper is not intended to be exhaustive, but expository only. The essence of the foregoing concerns what may be done. The deliberations in Vancouver should consider, as well, how it may be done via the bargaining processes.